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नई दिल्ली, शनिवार, जून 7 1969/ज्येष्ठ 17, 1891

No. 23]

NEW DELHI, SATURDAY, JUNE 7, 1969/JYAISTHA 17, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन का छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएं

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

New Delhi, the 28th May 1969

S.O. 2148.—In exercise of the powers conferred by sub-section (1) of section 31A of the Representation of the People Act, 1950, the Election Commission of India, in consultation with the Government of Uttar Pradesh, hereby nominates Shri Prem Prakash, Secretary to the Government of Uttar Pradesh, Judicial and Legislative Departments, as the Chief Electoral Officer for the State of Uttar Pradesh with effect from the date he takes over charge vice Shri B. D. Mathur.

[No. 154/13/69.]

By order,

A. N. [Signature] Secy.

भारत निर्वाचन आयोग

नई दिल्ली, 28 मई 1969

एस० नो० 2149.—लोक प्रतिनिधित्व अधिनियम, 1950 की धारा 13-क की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत निर्वाचन आयोग, उत्तर प्रदेश सरकार के

परामर्श से, श्री बी० डी० माथुर के स्थान पर उत्तर प्रदेश सरकार के न्यायिक और विधायी विभाग में सचिव श्री प्रेम प्रकाश को उनके कार्यभार संभालने की तारीख से उत्तर प्रदेश राज्य के लिए मुख्य निर्वाचन अधिकार के रूप में एतद्वारा नाम निर्देशित करता है।

[संख्या 154/13/69.]

आदेश से,

ए० एन० सैन, सचिव।

गृह मंत्रालय

नई दिल्ली, 12 मई 1969

एस० नो० 2150.—केन्द्रीय सरकार भारतीय शस्त्र अधिनियम, 1959 (1959 का 54) की धारा 41 द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए और इस विचार से कि ऐसा करना जनता के हित में समीचीन है, एतद्वारा सामान्य रिजर्व इंजीनियर दल के उन सदस्यों को उक्त अधिनियम के उपबन्धों के प्रमल से छूट देती है जो पूर्व-सैनिक रहे हैं तथा जो मुख्य इंजीनियर प्रोजेक्ट परियोजना पुष्पक (मिजो हिल्स) या मुख्य इंजीनियर प्रोजेक्ट सेवक (नागालैण्ड) के उत्तर दायित्व-क्षेत्र में काम कर रहे हैं अथवा उस क्षेत्र की परिधि में नियुक्त हैं और जो आत्म-रक्षा में विद्रोहियों के आक्रमणों को विफल करने एवं सेना के अधिकारियों, सदस्यों तथा दल की सम्पत्ति की रक्षा हेतु हथियारों से लैस किये जाते हैं।

[सं० 17/1/69-पुलिस 4].

डी० डी० जोशी, उप सचिव।

MINISTRY OF HOME AFFAIRS

S.O. 2151.—In exercise of the powers conferred by Section 41 of the Indian Arms Act, 1959 (54 of 1959), the central Government, being of opinion that it is expedient in the public interest so to do hereby exempts the members of the GENERAL RESERVE ENGINEER FORCE, who are ex-servicemen and are serving in, and located within, the Sector of responsibility of Chief Engineer, Project PUSHPAK (MIZO HILLS) or Chief Engineer, Project SEWAK (NAGALAND) and are armed in self defence to ward off the attacks of the hostiles and to protect the officers and members of, and the property belonging to, the Force, from the operation of the provisions of the said Act.

[No. 17/1/69-P.IV.]

D. D. JOSHI, Dy. Secy.

New Delhi, the 26th May 1969

S.O. 2152.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and other Instruments) Rules, 1958, namely:—

(1) These rules may be called the Authentication (Orders and other Instruments) Third Amendment Rules, 1969.

(2) They shall come into force on the date of their publication in the official Gazette.

2. In rule 2 of the Authentication (Orders and other Instruments) Rules, 1958, for clause (ab) the following clause shall be substituted, namely:—

“(ab) in the case of orders and other instruments relating to the Ministry of Finance, Department of Revenue and Insurance, by the Commissioner (Revision Applications) or the Director or Assistant Director, Tax Credit (Export) Division, or the Director (Drawbacks) in that Department; or”

[No. 3/2/69-Pub.I.]

K. R. PRABHU, Jt. Secy.

नई दिल्ली, 29 मई, 1969

एस० ए० 2153.—संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति मणिपुर कर्मचारी (वेतन पुनरीक्षण) नियम, 1966 में और आगे संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाते हैं :—

1. ये नियम मणिपुर कर्मचारी (वेतन पुनरीक्षण) संशोधन नियम, 1969 कहे जा सकेंगे। मणिपुर कर्मचारी (वेतन पुनरीक्षण) नियम, 1966 की अनुसूची में :—

(i) "उद्योग विभाग" शीर्षक के अन्तर्गत, मद संख्या 18 के सामने दी हुई प्रविष्टियों के लिए क्रमशः खाने 1, 2, 3, 4 और 5 में निम्नलिखित प्रविष्टियाँ रख दी जायेंगी :—

18. प्रसार	रु० 150-150-	रु० 200-12' 50-250-द० रो० केवल स्नातकों के
	200-पुष्टि-10-250	12. 50-275-15-350- लिए
		द० रो० 15-500
	(ii) रु० 150-7-50-180-	अन्यों के लिए।
	द० रो० 7. 50-210-द० रो०	
	-9-300	

[सं० 15-65-एच० एम० टी०.]

आर० सी० गुप्ता, अवर सचिव।

New Delhi, the 29th May 1969

S.O. 2154.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Manipur Employees (Revision of Pay) Rules, 1966.

1. These rules may be called the Manipur Employees (Revision of Pay) Amendment Rules, 1969.

In Schedule to the Manipur Employees (Revision of Pay) Rules, 1966:—

(i) Under the heading "Industries Department", for the existing entries against item No. 18, the following entries shall be inserted in columns 1, 2, 3, 4 and 5 respectively:—

18. Extension Officer	Rs. 150-150-200-Con-10-250	Rs. 200-12'50-250-EB-12'50-275-15-350-EB-15-500.	for graduate only.
		(ii) Rs. 150-7'50-180-EB-7'50-210-EB-9-300.	For others.

[No. 1/15/65-H.M.T.]

R. C. GUPTA, Under Secy.

विदेश मंत्रालय

नई दिल्ली, 27 मई 1969

एस० नो० 2255 :—राजनयिक एवं कोसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 के खण्ड 2 की धारा (क) के अनुसार, केन्द्र सरकार एतद्वारा, भारत के हाई कमिशन, ब्रिस्टॉल में श्री एस० आर० शर्मा, सहायक को 2 मई 1969 से, अग्रेतर आवेश होने तक कोसली अभिकर्ता का कार्य करने का अधिकार देती है।

[सं० टी० 4330/1/68.]

पी० सी० भट्टाचार्य, अवसर सचिव।

MINISTRY OF FINANCE
(Department of Expenditure)

New Delhi, the 19th May 1969

S.O. 2156.—In pursuance of clause (3) of article 77 of the Constitution of India and of all other powers enabling him in this behalf, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1958, namely:—

1. These rules may be called the Delegation of Financial Powers (Second Amendment) Rules, 1969.

2. In the Delegation of Financial Powers Rules, 1958,—

(a) in rule 2,—

(i) for the existing clause (a), the following clause shall be substituted, namely:—

‘(a) “Administrator” means an Administrator of a Union territory and includes the Governor of Assam acting as Agent to the President in respect of the North East Frontier Agency;’

(ii) for the existing clause (f), the following clause shall be substituted, namely:—

‘(f) “North East Frontier Agency” means the areas comprised in Kameng District, Subansiri District, Siang District, Lohit District and Tirap District;’

(b) in the Table below sub-rule (3) of rule 9,— (i) the words “North East Frontier Area” and “Naga Hills—Tuensang Area” appearing in column 1 and the word “Assam” appearing in column 2 thereof, shall be omitted;

(ii) after the entries relating to “Chandigarh” in columns 1 and 2 thereof, the following entries shall be inserted in the said columns, namely:—

I	2
“North East Frontier Agency	Assam
Pondicherry	Madras”;

(c) in Schedule 1,—

(i) under the heading “B. Ministry of Commerce”, after item 8 and the entries relating thereto, the following shall be inserted and shall be deemed to have been inserted with effect from the 15th day of July, 1968, namely:—

“9. Development Commissioner for handicrafts.”;

(ii) under the heading “K. Ministry of Food and Agriculture (Department of Agriculture)”, after item 26 and the entries relating thereto, the

following shall be inserted and shall be deemed to have been inserted with effect from the 9th day of October, 1968, namely:—

- "27. Director, Central State Farm, Hissar (Haryana).";
- (iii) under the heading "V. Department of Social Security", item 2 and the entries relating thereto, shall be omitted;
- (iv) under the heading "Y. Ministry of Transport (Transport Wing)", after item 12 and the entries relating thereto, the following shall be inserted and shall be deemed to have been inserted with effect from the 24th day of October, 1968, namely:—

"13. Officer on Special Duty, Cochin Shipyard Project, Cochin,";

- (v) under the heading "AD. Union Territories", under the sub-heading "(b) Himachal Pradesh Administration", for item 3 and the entries relating thereto, the following shall be substituted and shall be deemed to have been substituted with effect from the 4th day of October, 1968, namely:—

"3. Chief Engineers (North) and (South), Public Works Department,";

(d) in the Annexure to Schedule V,—

- (i) against item 3, in column 4, after the existing para 4 and before the existing Notes 1 to 4 thereunder, the following heading shall be inserted, namely:—

"5. General";

- (ii) against item 12(i), in column 4, to the existing paragraph, the following proviso shall be added, namely:—

"Provided that the Administrators of Union territories with Legislature, shall have power to sanction purchase of motor cars (Indian built only) for the use of the Ministers or Speakers, even when no specific provision for it has been made in the budget, subject to the existence of adequate savings in the budget and also subject to the condition that the number of cars purchased for the use of the Ministers and speakers does not exceed the number of the Ministers and Speakers at any time and that the purchase does not relate to replacement of any of the existing cars."

[No. F. 1(20)-E.II(A)/68.]

N. BALAKRISHNAN, Under Secy.

(Department of Expenditure)

New Delhi, the 26th May 1969

S.O. 2157.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the Fundamental Rules, namely:—

1. (1) These rules may be called the Fundamental (Second Amendment) Rules, 1969.

(2) They shall be deemed to have come into force on the 4th October, 1968.

2. In the Fundamental Rules, in rule 56, after Note 3, the following Note shall be inserted, namely:—

"Note 4.—A Government servant, including a workman who is granted extension of service after he has attained the prescribed age of superannuation, shall not be promoted to another post during the period of extension."

[No. 7(2)-EV/69-I.]

S.O. 2158.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President, after consultation

with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following regulations further to amend the Civil Service Regulations, namely:--

1. (1) These regulations may be called the Civil Service (Fourth Amendment) Regulations, 1969.

(2) They shall be deemed to have come into force on the 4th October, 1968.

2. In the Civil Service Regulations, in article 459, after Note 3, the following Note shall be inserted, namely:--

"NOTE 4.--A Government servant, including a Workman who is granted extension of service after he has attained the prescribed age of superannuation shall not be promoted to another post during the period of extension."

[No. 7(2)-EV/69-II.]

S.O. 2159.--In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following Regulations further to amend the Civil Service Regulations, namely:--

1. (1) These regulations may be called the Civil Service (Third Amendment) Regulations, 1969.

(ii) They shall be deemed to have come into force on the 18th day of April, 1968.

2. In the Civil Service Regulations, in article 487, for rule 2, the following rule shall be substituted, namely:--

"2. If, during the last three years of his service, any officer has been absent from duty on leave without allowances, or has been under suspension, the period whereof does not count as service, the aforesaid period of leave or of suspension should be disregarded in the calculation of the average emoluments, an equal period before the three years being included."

[No. 13(5)-EV/69.]

N. S. CHANDRAMOWLISARAN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 31st May 1969

S.O. 2160.—Statement of the Affairs of the Reserve Bank of India, as on the 23rd May 1969

BANKING DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Capital paid-up	5,00,00,000	Notes	23,15,74,000
Reserve Fund	150,00,00,000	Rupee Coin	3,92,000
National Agricultural Credit (Long Term Operations) Fund	143,00,00,000	Small Coin	8,70,000
National Agricultural Credit (Stabilisation) Fund	33,00,00,000	Bills Purchased and Discounted	
		(a) Internal
		(b) External
National Industrial Credit (Long-Term Operations) Fund	55,00,00,000	(c) Government Treasury Bills	157,55,64,000
		Balances held Abroad*	162,58,72,000
		Investments**	130,88,10,000
Deposits :-		Loans and advances to :-	
(a) Government		(i) Central Government
(i) Central Government	53,04,85,000	(ii) State Governments	110,31,66,000

LIABILITIES		ASSETS	
	Rs.		Rs.
(A) State Governments	7,73,42,000	Loans and Advances to :—	
(b) Banks		(i) Scheduled Commercial Banks†	133,28,56,000
(i) Scheduled Commercial Banks†	165,86,51,000	(ii) State Co-operative Banks††	20,61,65,000
(ii) Scheduled State Co-operative Banks	11,12,04,000	(iii) Others	2,21,19,000
(iii) Non-Scheduled State Co-operative Banks	57,99,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(iv) Other Banks	27,46,000	(a) Loans and Advances to :—	
(c) Others	241,08,26,000	(i) State Governments	31,48,39,000
Bills Payable	29,65,74,000	(ii) State Co-operative Banks	12,86,87,000
Other Liabilities	135,69,21,000	(iii) Central Land Mortgage Banks	
		(b) Investment in Central Land Mortgage Bank Debentures	8,66,95,000
		Loans & Advances from National Agricultural Credit (Stabilisation) Fund—	
		Loans and Advances to State Co-operative Banks	5,53,23,000
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
		(a) Loans and Advances to the Development Bank	6,26,71,000
		(b) Investment in bonds/Debentures issued by the Development Bank	
		Other Assets	44,49,45,000
Rupees	1031,05,48,000	Rupees	1031,05,48,000

* Includes Cash, Fixed Deposits and Short-term Securities.

** Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† Includes Rs. 80,16,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 28th day of May, 1969.

An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 23rd day of May 1969
ISSUE DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Notes held in the Banking Department	23,15,74,000	Gold Coin and Bullion :--	
		(a) Held in India	182,53,11,000
		(b) Held outside India	
		Foreign Securities	216,42,00,000
Notes in circulation	<u>3617,87,43,000</u>	TOTAL	398,95,11,000
		Rupee Coin	64,92,39,000
Total Notes issued	3641,03,17,000	Government of India Rupee Securities.	3177,15,67,000
		Internal Bills of Exchange and other Commercial Paper]	..
Total Liabilities	<u>1641,03,17,000</u>	Total Assets	<u>3641,03,17,000</u>

Dated the 28th day of May 1969.

(Sd.) L. K. JHA,
Governor

[No. F. 3(3)-BC/69]
K. YESURATNAM, Under Secy.

(Department of Revenue & Insurance)

INCOME-TAX ESTABLISHMENTS

New Delhi, the 12th March 1969

S.O. 2161.—In pursuance of clause (b) of sub-rule (ii) of rule 2 of the Income-tax Appellate Tribunal Rules, 1946, the Central Government has been pleased to appoint Shri S. M. Christie, Income-tax Officer, Class II, Ahmedabad as Junior Authorised Representative, Income-tax Appellate Tribunal, Ahmedabad with effect from the afternoon of 6th January 1969 to appear, plead and act for any Income-tax authority who is a party to any proceeding before the Income-tax Appellate Tribunal, Ahmedabad.

[No. 99/F. No. 57/20/68-Ad.VI.]

M. G. THOMAS, Under Secy.

वित्त मंत्रालय

(राजस्व और बीमा विभाग)

आयकर संस्थापन

नई दिल्ली, 12 मार्च, 1969

एस० ओ० 2162.—आयकर अपील अधिकरण नियम, 1946 के नियम 2 के उपनियम (ii) के खंड (ख) के अनुसरण में, केन्द्रीय सरकार श्री एस० एम० क्रिष्ठी, आयकर आफिसर, वर्ग-2, अहमदाबाद को किसी भी आयकर प्राधिकारी के लिए, जो आयकर अपील अधिकरण, अहमदाबाद के समक्षस्थ किसी कार्यवाही में पक्षकार है, पेश होने, अभिवचन करने और कार्य करने के लिए आयकर अपील अधिकरण, अहमदाबाद के कनिष्ठ प्राधिकृत प्रतिनिधि के रूप में, 6 जनवरी, 1969 के उपरांत नियुक्त करती है।

[सं० 99/फा० सं० 57/20/68-प्रश०-6.]

एम० जी० टामस, अवर सचिव।

(Department of Revenue and Insurance)

New Delhi, the 21st May 1969

S.O. 2163.—In exercise of the powers conferred by sub clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) the Central Government appointed Shri P. K. Kumar who is a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act with effect from 15th July, 1968.

[No. 42/F. No. 16/103/69-ITCC.]

INCOME-TAX

New Delhi, the 22nd May 1969

S.O. 2164.—In pursuance of sub-clause (f) of clause (iii) of sub-section 3 of Section 194-A of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the Agricultural Finance Corporation Limited, Stadium House, Block-2, 6th Floor, 81-83 Veer Nariman Road, Bombay-20 for the purposes of the said sub-clause.

[No. 53 (F. No. 12/141/68-ITCC).]

R. D. SAXENA, Dy. Secy.

(Department of Revenue and Insurance)

CUSTOMS

New Delhi, the 7th June 1969

S.O. 2165.—In exercise of the powers conferred by clause (d) of section 152 of the Customs Act, 1962 (52 of 1962), the Central Government hereby directs that the powers of an Assistant Collector of Customs in respect of acceptance and cancellation of bonds for clearance of goods under section 143 of the said Act, may be exercised also by such of the gazetted officers of the Central Excise Department as may be empowered in this behalf by the Central Board of Excise and Customs.

[No. 95/F. No. 6/1/69-LCII]

M. S. SUBRAMANYAM, Under Secy.

सीमा शुल्क

नई दिल्ली, 7 जून 1969

एस० ओ० 2166.—सं० सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 152 के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा यह निवेश देती है कि उक्त अधिनियम की धारा 143 के अधीन माल की निकासी के लिए बन्धपत्रों की स्वीकृति और उनके रद्द किए जाने की बाबत सीमा शुल्क सहायक क्लर्क की शक्तियों का प्रयोग केन्द्रीय उत्पादन शुल्क विभाग के ऐसे राजपत्रित आफिसरों द्वारा भी किया जा सकेगा जो केन्द्रीय उत्पादन शुल्क और सीमाशुल्क बोर्ड द्वारा इस निमित्त सशक्त किए जाएं।

[सं० 95/फ० 10 सं०-6-1-69-एल० सी०-2]

एम० एस० मुकुन्दरायण, अव्वर सचिव

RESERVE BANK OF INDIA

(Central Office)

Bombay, the 17th May 1969

S.O. 2167.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Destruction of Records Act, 1917 (5 of 1917) read with the Order of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. G.S.R. 1625, dated the 30th August, 1968, I, the undersigned, with the previous approval of the Central Government, hereby make the following amendment to the Destruction of Records (Public Debt Office) Rules, 1959 published with the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 1672, dated the 8th April, 1959, namely:—

1. These rules may be called the Destruction of Records (Public Debt Office) Amendment Rules, 1969.
2. In the Schedule to the Destruction of Records (Public Debt Office) Rules, 1959, after serial No. 3 and the entries relating thereto, the following Serial Number shall be inserted namely:—

"3A. Letters of guarantee regarding lost interest/instalment warrants.

3 years after the lost warrant ceased to be current".

[No. F. 5(6)-W&M/62]

(Sd.) Illegible.

Chief Accountant.

CENTRAL BOARD OF EXCISE & CUSTOMS

S.O. 2168.—In pursuance of clause (d) of section 152 of the Customs Act, 1962 (52 of 1962), read with the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) No. 95-Customs, dated the 7th June, 1969, the Central Board of Excise and Customs hereby empowers the Superintendent of Central Excise, Hussainiwalla to exercise the powers of an Assistant Collector of Customs in respect of acceptance and cancellation of bonds for clearance of goods under section 143 of the said Act.

[No. 96/F. No. 6/1/69-LCII.]

M. S. SUBRAMANYAM, Under Secy.

(केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड)

सीमा शुल्क

नई दिल्ली, 7 जून, 1969,

एस० ओ० 2169.—भारत सरकार के वित्त मंत्रालय (राजस्व और बीमा विभाग) की अधिसूचना सं० 95 सीमा शुल्क तारीख 7 जून, 1969 के साथ पठित सीमा शुल्क अधिनियम 1962 (1962 का 52) की धारा 152 के खण्ड (घ) के अनुसरण में केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड उक्त अधिनियम की धारा 143 के अधीन माल की निकासी के लिए बन्धपत्रों की स्वीकृति और उन के रद्द किए जाने की बाबत सीमा-शुल्क सहायक क्लर्क की शक्तियों का प्रयोग करने के लिए एतद् द्वारा केन्द्रीय उत्पाद-शुल्क अधीक्षक, हुसैनीवाला को सशक्त करती है।

[सं० 96-फा० सं० 6/1/69-एल० सी० 2]

एम० एस० सुब्रह्मण्यम, अवर सचिव।

THE MADRAS CENTRAL EXCISE COLLECTORATE

CUSTOMS.

Madras the 10th March, 1969.

S.O. 2170.—In exercise of the powers conferred by sub-section 34 of Section 2 of the Customs Act, 1962 (52 of 1962), the Collector of Central Excise, Madras having been appointed as Collector of Customs within the jurisdiction of the Madras Central Excise Collectorate, hereby assigns to the Officers mentioned in Column 1 of the Schedule below, the functions of the "Proper Officer" referred to in the various sections of the Customs Act, 1962 given in the corresponding entry in column 2 of the said Schedule.

1

2

- | | |
|---|--|
| (1) Assistant Collectors of Central Excise, Customs Division—
Nagapattinam and Pondicherry. | 48 |
| (2) Superintendents of Central Excise, Customs Circle/Ports
Pondicherry, Nagapattinam, Rameswaram, Tuticorin
and Ramnad and also Airport, Trichy and Superintendent
of Customs Preventive, Trichy. | 18, 19, 21, 22(3)(b), 27(3), 42(2)
(f)(i), 41(2), 52(2), 64(f) 72(2),
129(1), 129(2) and 142(1)(a). |
| (3)(a) Superintendents of Central Excise incharge of Custom
Houses at Pondicherry, Nagapattinam, Rames-
waram and Tuticorin and Superintendent of Central
Excise, Airport Trichy. | 13, 17(1), 17(3), 17(4), 22(3) (a)
26(c), 28(i), 30, 31, 32, 34, 37,
38, 39, 40, 41(1), 41(3), 42(1),
42 (2) (c), 42(2)(d) and 42(2)(e),
45, 46, 47, 50, 51, 54, 59(3) 60, |

1	2
(b) Inspectors of Central Excise and sub-Inspectors of Central Excise incharge of the outports at Cuddalore, Kilakarai, Pamban, Kulasakarapatnam, Colachel Tondi, Portonovo and Karaikal.	61, 62, 63(2), 64, 67, 68, 69, 72, 73, 77, 79, (1), 80, 85, 86(2), 89, 92(1), 93, 94, 95(2), 95(3), 97(1), 97(2), (b), 97(2)(c), 144(1), 145 and 149.
(4) Inspectors of Central Excise and Sub-Inspectors of Central Excise, posted at the outports of Rameswaram, Tuticorin, Nagapattinam and Airport Trichy.	17(1), 34, 37, 77, 144(1) and 145.

[C. No. VIII/1/63-CUS.]

A. R. SRIANMUGAM, Collector.

POONA CENTRAL EXCISE COLLECTORATE**CENTRAL EXCISES***Poona, the 13th May 1969*

S.O. 2171.—In this Collectorate Notification CER. No. 3/69, dated 21st April, 1969, the names of the raw materials in Col. 4 against Sl. No. 14 of the Schedule Soap, may be read as below:—

“V.N.E. Oil or other fats including rosin and/or soap stock.”

[No. CER. 4/69.]

D. N. LAL, Collector.

**MINISTRY OF HEALTH, FAMILY PLANNING AND WORKS, HOUSING AND
URBAN DEVELOPMENT**
New Delhi, the 7th May 1969

S.O. 2172.—In the matter of Charitable Endowments Act, 1890 and in the matter of the “Lady Hardinge Hospital for Women and Children, Delhi, Fund.” On the application of, and with the concurrence of the Board of Administration for “Lady Hardinge Hospital for Women and Children, Delhi, Fund” and in exercise of the powers conferred on it by Section 4 of the Charitable Endowments Act, 1890 (6 of 1890), the Central Government hereby directs that the sum of Rs. 500/- (Rupees five hundred) only received as an endowment from Mrs. S. Chadha and invested in the 4½ per cent Ten-Year Defence Deposit Certificate No. DH008299 dated the 19th July, 1968 shall vest in the Treasurer of Charitable Endowments for India.

[No. F. 4-20/67-ME(UG).]

V. K. SAMANTROY, Under Secy.

(Department of Health)*New Delhi, the 24th May 1969*

S.O. 2173.—Whereas Dr. K. N. Garg, Professor of Pharmacology, Medical College, Rohtak, has been nominated under clause (h) of section 3 of the Pharmacy Act, 1948 (8 of 1948), by the Government of Haryana to represent that State on the Pharmacy Council of India with effect from the 18th April, 1969;

Now, therefore, in pursuance of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. F. 7-23/59-D, dated the 21st December, 1959, namely:—

In the said notification, under the heading “VI-Members nominated by the State Governments under clause (b)”, for the entry against serial No. 8, the following entry shall be substituted, namely:—

“Dr. K. N. Garg, Professor of Pharmacology, Medical College, Rohtak (HARYANA STATE)”.

[No. F. 6-6/69-MPT

S.O. 2174.—The West Bengal State Pharmacy Council having elected, in exercise of the powers conferred by clause (g) of section 3 of the Pharmacy Act, 1948 (8 of 1948), Dr. P. K. Sanyal, B.Sc., B.Pharm., Ph.C., Ph.D. (Lond.), F.I.C., F.L.S., F. R. M. S. (Lond.) Director, Drugs Control Laboratory, 2, Convent Lane, Calcutta-15, as its representative for a further period of five years on the Pharmacy Council of India, with effect from the 13th April, 1969, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health No. F. 7-23/59-D, dated the 21st December, 1959, namely:—

In the said notification, under the heading “V-Elected by the State Pharmacy Councils under clause (g)” for entry 7, the following entry shall be substituted, namely:—

“7. Dr. P. K. Sanyal, B.Sc., B.Pharm., Ph.D. (Lond.), Ph.C., F.I.C., F.L.S., F.R.M.S. (Lond.), Director, Drugs Control Laboratory, 2-Convent Lane, Calcutta-15”.

[No. F. 6-6/69-MPT.]

New Delhi, the 26th May 1969

S.O. 2175.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following amendments in the First Schedule to the said Act, namely:—

In the said Schedule, after the entries relating to the Aligarh Muslim University, the following entries shall be inserted, namely:—

“Ravishanker University	. Bachelor of Medicine & Bachelor of Surgery	M.B.B.S., Ravishanker
Awadesh Pratap Singh University	. Bachelor of Medicine & Bachelor of Surgery	M. B.B.S., A.P. Singh.
Saugar University	. . Bachelor of Medicine & Bachelor of Surgery	M.B.B.S., Saugar.
Calicut University	. . Bachelor of Medicine & Bachelor of Surgery	M.B.B.S., Calicut ”

[No. F. 18-15/69-MPT.]

S.O. 2176.—In exercise of the powers conferred by sub-section (5) of section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following amendments in Part I of the Third Schedule to the said Act, namely:—

In the said Part I of the Third Schedule, after the entry relating to the “Government of Orissa.....Diploma in Modern Medicine and Surgery.....D.M.S.M. (Orissa)”, the following entries shall be inserted, namely:—

“Government of Kerala	. Diploma in Medicine and Surgery	D.M.S. (Kerala)”
State Medical Faculty of Gujarat	of Licensed Medical Practitioner	L.M.P. (Gujarat).”

[No. F. 18-30/69-MPT.]

New Delhi, the 29th May 1969

S.O. 2177.—Whereas in pursuance of the provisions of sub-section (3) of section 20 of the Indian Medical Council Act, 1956 (102 of 1956), read with sub-rule (2) of rule 4 of the Indian Medical Council (Post-graduate Medical Education Committee) Rules, 1961, Dr. P. K. Duraiswami, M.S., Ph. D., M.Ch., F.R.C.S., Director General of Health Services, New Delhi, has been elected by the Medical Council of India from its own members, to be a member of the Post-graduate Medical Education Committee with effect from the 14th March, 1969 *vice* Dr. C. S. Patil, expired;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 20 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Health and Family Planning No 48/66-MPT. dated the 26th December, 1966, namely:—

In the said notification, under the heading "Elected by the Medical Council of India", for the entry against scrial No. 1, the following entry shall be substituted, namely:—

"Dr. P. K. Duraiswami, MS, Ph.D, M.Ch, F.R.C.S., Director General of Health Services, New Delhi."

[No. F. 4-23/68-MPT.]

S.O. 2178.—In exercise of the powers conferred by sub-section (4) of section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following amendments in Part II of the Third Schedule to the said Act, namely:—

In the said Part of the Third Schedule, after the entry "M.B.B.S. (Punjab University, West Pakistan)", the following entries shall be inserted, namely:—

"M.D. (University of Cattolica, Rome, Italy). M. D. (Louvain, Belgium)".

[No. F. 18-19/68-MPT.]

S. P. JINDAL, Under Secy.

(Department of Health)

New Delhi, the 26th May 1969

S.O. 2179.—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1945, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 31st August, 1969.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1969.

2 In the Drugs and Cosmetics Rules, 1945 (hereinafter referred to as the said rules) after rule 138, the following rule shall be inserted, namely:—

'138-A *Application for loan licence to manufacture cosmetics.*— (1) Applications for grant or renewal of loan licences for the manufacture for sale of cosmetics shall be made in Form 31-A to the Licensing authority and shall be accompanied by a fee of rupees one hundred

Explanation.—For the purpose of this rule a loan licence means a license which a licensing authority may issue to an applicant who does not have his own arrangements for manufacture but who intends to avail himself of the manufacturing facilities owned by a licensee in Form 32.

- (2) If a person applies for the renewal of a licence after its expiry but within six months of such expiry, the fee payable for the renewal of such a licence shall be rupees one hundred plus an additional fee at the rate of rupees fifty per month or part thereof.
 - (3) The licensing authority shall, before the grant of a loan licence, satisfy himself that the manufacturing unit has adequate equipments staff, capacity for manufacture and facilities to undertake the manufacture on behalf of the applicant for a loan licence.
 - (4) The loan licence shall be granted by the licensing authority to only such applicants who propose to avail of the facilities of manufacture of cosmetics in the premises of a manufacturer located in the same State where the applicant is located. In case the manufacture of cosmetics involves any special process of manufacture or use of equipments which are not available in the State where the applicant is located, the licensing authority after consulting the licensing authority where the manufacturing unit located may grant the loan licence.
 - (5) Subject to the provisions of sub-rule (2) application for manufacture of additional items on a loan licence shall be accompanied by a fee of Rupees ten for each item.
 - (6) A fee of rupees twenty five shall be paid for a duplicate copy of a licence issued under sub-rule (1) if the original is defaced, damaged or lost.
3. After rule 139 of the said rules the following shall be inserted, namely:—
- '139-A. Form of licence to manufacture cosmetics for sale.—A licence to manufacture cosmetics for sale against application in Form 31, shall be granted in Form 32.'*
4. After rule 139-A of the said rules as given in 3 above, the following rule shall be inserted, namely:—
- 139-B. Form of loan licence to manufacture cosmetics for sale.—A loan licence to manufacture cosmetics for sale against application in Form 31-A shall be granted in Form 32-A.*
5. After rule 141 of the said rules the following rules shall be inserted namely:—
- '141-A. Certificate of renewal of a loan licence.—The certificate of renewal of a licence in Form 32-A shall be issued in Form 33-A.*
- 141-AA. Duration of a loan licence.—An original loan licence.—in Form 32-A or a renewed loan licence in Form 33-A, unless sooner suspended or cancelled, shall be valid upto the 31st December, of the year following the year in which it is granted or renewed;*
- Provided that if the application for the renewal of a licence is made before its expiry, or if the application is made within six months of its expiry, after payment of the additional fee, the licence shall continue to be in force until orders are passed on the application. The licence shall be deemed to have expired if the application for its renewal is not made within six months of its expiry."*
6. After rule 142 of the said rules the following rule shall be inserted namely:—
- "142-A. Conditions of licence in Form 32-A.—(a) The licence in Form 32-A shall be deemed to be cancelled or suspended, if the licence owned by the licensee in Form 32, whose manufacturing facilities have been availed of by the licensee is cancelled or suspended, as the case may be under these Rules.*
- (b) The licensee shall comply with the provisions of the Act and these Rules and with such further requirements, if any, as may be specified in any rules subsequently made under Chapter IV of the Act, provided that where such further requirements are specified in the rules, these would come into force four months after publication in the Official Gazette.*
- (c) The licensee shall test each batch or lot of the raw materials used by him for the manufacture of the cosmetics and also each batch of the final product and shall maintain records or register showing the*

- particulars in respect of such tests. The records or registers shall be retained for a period of three years from the date of manufacture.
- (d) The licensee shall allow an Inspector appointed under the Act to enter with or without prior notice any premises where the manufacture of a substance in respect of which the licence is issued is carried on, to inspect the premises and to take samples of the manufactured products under a receipt.
 - (e) The licensee shall allow an Inspector to inspect all registers and records maintained under these Rules and shall supply to the Inspector such information as he may require for the purpose of ascertaining whether the provisions of the Act and the Rules made thereunder have been complied.
 - (f) The licensee shall maintain an inspection book in Form 35 to enable an Inspector to record his impressions and the defect noticed.

7. After Form 31 of the said rules, the following Form shall be inserted, namely:—

FORM 31-A

(See rule 138-A)

Application for grant or renewal of a loan licence to manufacture cosmetics for sale.

1. I/We.....of.....hereby apply for grant/renewal of a loan licence to manufacture cosmetics, for sale, on the premises situated at.....C/o.....the following cosmetics:—

2. Names of Cosmetics.....

3. The names, qualifications and experience of the expert staff actually connected with the manufacture and testing of the specified products in the manufacturing premises.

4. I/We enclose

- (a) A true copy of a letter from me/us to the manufacturing concern whose manufacturing capacity is intended to be utilised by me/us.
- (b) A true copy of a letter from the *manufacturing concern that they agree to lend the services of their expert staff, equipment and premises for the manufacture of each item required by me/us and that will analyse every batch of and maintain the registers of raw materials, finished products and reports of analysis separately in this behalf.
- (c) Specimens of labels, cartons of the products proposed to be manufactured.

5. A fee of rupees..... has been credited to Government under the head of Account.....

Date

Signature

*Enter here the name and address of the manufacturing concern where the manufacture will be actually carried out and also their licence number.

8. After Form 32 of the said rules the following form shall be inserted, namely:—

FORM 32-A.

(See rule 139-B)

Loan licence to manufacture cosmetics for sale.

1. Number of licence and date of issue.

2. I.....of.....is hereby granted a loan licence to manufacture the following cosmetics on the premises situated at.....C/o.....under the direction and personal supervision of the following technical staff:—

- (a) Name of the technical staff.
- (b) Name of cosmetics.

3. The licence shall remain in force from... ..to.....

4. The licence is subject to the conditions stated below and to such other conditions as are specified in the Rules for the time being in force under the Drugs and Cosmetics Act, 1940.

Date.....

Signature.....

Designation.....

Certificate of renewal of loan licence to manufacture cosmetics for sale.

1. The licence and any certificate of renewal in force shall be kept on the approved premises and shall be produced at the request of an Inspector appointed under the Drugs and Cosmetics Act, 1940.

2. Any change in the technical staff shall be forthwith reported to the Licensing Authority.

3. If the licensee wants to manufacture for sale additional items he should apply to the Licensing authority for necessary endorsement to the licence as provided in rule 138-A(4). This licence shall be deemed to extend to the cosmetics so endorsed."

9. After Form 33 of the said rules, the following Form shall be inserted, namely:—

FORM 33-A

(See rule 131-A)

Certificate of renewal of loan licence to manufacture cosmetics for sale.

1. Certified that loan licence No. granted on theto for the manufacture for sale of the following cosmetics at the premises situated at..... C/o..... has been renewed from.....to.....

1. Name of Cosmetics.

2. Names of technical Staff.

Date

Signature.....

Designation.....

10. In 'Form 35' of the said rules for the words and figures "(see rule 65, 74, 74-A, 78, 85-H and 142)" the following shall be substituted namely:—

"(see rule 65, 74, 74-A, 85-H, 142 and 142-A)"

[No. F. 1-11/68-D.]

S.O. 2180.—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1945, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 31st August, 1969.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1969.

2. In the Drugs and Cosmetics Rules, 1945, in Schedule F the following amendments shall be carried out, namely:—

(1) In Part IX, under the heading 'Liver Intention Crude' in para. 4(c) in the first line after the words 'Evaporate to dryness in a water bath' the following shall be inserted namely:—

"dry".

- (ii) In Part IX, under the heading 'Liver Injection Crude' for the existing para. 4(e), the following shall be substituted, namely:—
 "(e) *Sterility Test*—Liver Injection Crude shall comply with the sterility test laid down for 'Injections' in the edition of the Indian Pharmacopoeia for the time being."
- (iii) In Part IX, under the heading 'Liver Injection Crude' for the existing para. 4(f) the following shall be substituted, namely:—
 "(f) *Potency*—The potency shall be determined by the microbiological method for the estimation of vitamin B₁₂ activity as specified in the edition of the Indian Pharmacopoeia for the time being and shall be not less than that stated on the label."
- (iv) In Part XII, in clause (E) the existing headline shall be substituted by the following, namely:—
 "Standards for preparations for Liver for Oral Use".
- (v) In Part XII in clause (E), in item '2 Liver Concentrate' in the third paragraph the last sentence, namely:—
 "It may contain 0.1 per cent of benzoic acid or a suitable concentration of other harmless preservative" shall be deleted.
- (vi) In Part XII, in clause (E), in item '2 Liver Concentrate' in the fourth paragraph the following sentence shall be added at the end, namely:—
 "It may contain 0.1 per cent of benzoic acid or a suitable concentration of other harmless preservatives".
- (vii) In Part XII, in clause E, in item '5 Proteolysed Liver' in the third paragraph, for the figure and letters '2 mcg' the following figure and letters shall be substituted, namely:—
 "1 mcg".
- (viii) In Part XII, in clause E, in item '5 Proteolysed Liver' in the fourth paragraph the word 'formal' shall be substituted by the following, namely:—
 "formol".
- (ix) In Part XII clause (E), the following new paragraphs shall be added to the end, namely:—
 "*Manner of labelling preparation of Liver for Oral Use*.—Subject to the other provisions of these rules and this Schedule a preparation of Liver for Oral use for which standards have been laid in this part of Schedule shall bear on the label the name of the preparation as prescribed.
 In case the preparation of Liver for Oral use is presented as a paste, the word 'paste' shall be added after the name prescribed and the solid content, weight/weight, shall also be stated on the label.
 In case any patent or proprietary preparation contains one or more of the preparations of Liver for Oral Use prescribed above, the formula of such a patent or proprietary preparation shall show the name or names, as the case may be of the preparation or preparations prescribed in this Part and the quantity (which shall be expressed on dry basis when the paste is used)".

[No. F. 1-10/69-D]

S.O. 2181—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1955 which the Central Government propose to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 31st August, 1969.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1969.

2. In the Drugs and Cosmetics Rules, 1945,—

(A) In the first proviso to rule 49, for the word 'and', appearing in the second line, the word "or" shall be substituted.

(B) After the second proviso to rule 49 the following further proviso shall be inserted, namely:—

"Provided further that any person appointed as Inspector in terms of the preceding proviso may be allowed to hold his post after the said period of four years, if the State Government is satisfied that he continues to possess adequate knowledge and competence as Inspector to inspect the manufacture of items mentioned in Schedule C."

[No. F. 1-100/66-D.]

L. K. MURTHY, Under Secy.

DEPARTMENT OF COMMUNICATIONS

(P. and T. Board)

New Delhi, the 27th May 1969

S.O. 2182.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 16th June, 1969, as the date on which the Measured Rate System will be introduced in Port Blair Telephone Exchange including Wiberlygunge Exchange in the Andaman and Nicobar Island, under West Bengal P. & T Circle.

[No. 5/34/69-PHB(9).]

D. R. BAHL,

Asstt. Director General (PHB).

सं. त्र. विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 27 मई, 1969

एस० ओ० 2183.—स्थायी आदेश क्र.सं. 627, दिनांक 8 मार्च 1960 द्वारा लागू किये गये 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने मिम्बरलीजंग महित पोर्ट बलेआर टेनी फोन केंद्र में 16-6-69 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5 34/69-पी० एच० बी० (9).]

डी० आर० बहल,

सहायक महानिदेशक (पी० एच० बी०)।

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Food)

New Delhi, the 28th May 1969

S.O. 2184.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Cold Storage Order, 1954, namely:—

1. (1) This Order may be called the Cold Storage (Second Amendment Order, 1969.

(2) It shall come into force on the date of its publication in the Official Gazette.

2. In clause 3 of the Cold Storage Order, 1964 (hereinafter referred to as the said Order), for the words "carry on the business of storing", the words "store or accept or undertake to store for consideration or otherwise" shall be substituted.

3. In Form "A" to the said Order:—

(i) for item 7, the following item shall be substituted, namely:—

"7. Name(s) of the food-stuff(s) I/we* intend to keep/accept for storing* in cold storage.";

(ii) the following words shall be added at the end, namely:—

"*Strike out whichever is inapplicable."

[No. 21(27)/66-Tech.I]

R. BALASUBRAMANIAN, Jt. Secy.

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Departments of Petroleum and Chemicals)

New Delhi, the 13th May 1969

S.O. 2185.—In exercise of the powers conferred by sub-section (1) of section 12A of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby declares the Kerala Kerosene Control Order, 1968 as a Special Order for purposes of summary trial under this section.

[No. F.45(2) 10C.]

P. P. GUPTA, Under Secy.

(Department of Chemicals)

New Delhi, the 27th May 1969

S.O. 2186.—In exercise of the powers conferred by section 29B of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby exempts all industrial undertakings licensed to manufacture all or any of the basic drugs falling under item 22 (Drugs and Pharmaceuticals) of the First Schedule to the said Act and who propose to manufacture or produce formulations of the said basic drugs from the operation of sections 10, 11, 11-A and 13 the said Act and the rules made thereunder:

Provided that the manufacture or production of the said formulations shall not involve import of any raw materials or equipment.

Provided further that the total quantity of formulations manufactured or produced by the said industrial undertakings shall not exceed the limit specified in such licences for basic drugs.

[No. 3(3)/65-Ch.III.]

R. J. BHOJWANI, Under Secy.

(Department of Mines and Metals)

ERRATUM

New Delhi, the 23rd May 1969

S.O. 2187.—In the notification of the Government of India in the Ministry of Steel, Mines and Metals (Department of Mines and Metals) No. S.O. 3100, dated the 28th August, 1968, published in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 7th September, 1968, at pages 4092 to 4093:—

at page 4092:—

(i) in line 6 for "Sub-section (1) of section of the Coa".
.....read "Sub-section (1) of section 4 of the Coal";

(ii) at page 4093—

- (a) in line 6 for "RANI GANT" read "RANIGANJ";
- (b) in line 31 in serial No. 18, for "Bangari" read "Banjari";
- (c) in line 46, for "village", read "villages".

[No. C2-24(1)/62.]

M. S. K. RAMASWAMI, Dy. Secy.

ERRATUM

In the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Mines and Metals) Notification No. C5-4(3)/67, dated 7th March, 1969, published as S.O. 1073 in the Gazette of India, Part II—Section 3—Sub-section (ii), dated 22nd May, 1969, the following correction is to be made:—

In the 1st line of the notification for "sub-section (1) of section 1" read "sub-section (1) of section 15".

MINISTRY OF FOREIGN TRADE AND SUPPLY

(Department of Foreign Trade)

CARDAMOM CONTROL

New Delhi, the 31st May 1969

S.O. 2188—In pursuance of clause (c) of sub-section (3) of section 4 of the Cardamom Act, 1965 (42 of 1965), the Central Government hereby notifies that Shri Kota Punnaiah, Member of Rajya Sabha, has been elected as member of the Cardamom Board for a period ending 14th April, 1972, or for so long as he continues to be Member of the Rajya Sabha, whichever is less.

[No. F. 29(88) Plant(B)/68]

M. L. GUPTA, Under Secy

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 24th May 1969

S.O. 2189—M/s. H.S.L. Rourkela Steel Plant, Rourkela (Orissa) were granted an import licence No. G/AU/102342/c/xx/22/c/n/23 dated 19th May 1966, for Rs. 31,873/- (Rupees Thirtyone thousand eight hundred and seventy three only). They have applied for the issue of a Exchange Control Purposes copy of the said licence on the ground that the original Exchange Control copy has been lost/misplaced. It was utilised for Rs. Nil and the balance available on it was Rs. 31,873/-.

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original Exchange Control Purposes copy of the said licence has been lost. Therefore, in exercise of the powers conferred under sub-clause 9(cc) of the Imports (Control) Order 1955 dated 7th December 1955 as amended, the said original Exchange Control Purposes copy of licence No. G/AU/102342 dated 19th May 1966, issued to The Hindustan Steel Ltd., Rourkela Steel Plant, Rourkela is hereby cancelled.

3. A duplicate Exchange Control Purposes copy of the said licence is being issued separately to the licensee.

[No. HSL/52/66-67/PLS(A).]

P. C. VERMA,

Dy. Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi the 24th May 1969

S.O. 2190—M/s. Fertilizer Corporation of India Ltd., Sindri Unit, P.O. Sindri, Dist. Dhanbad was granted licence No. G/AU/102351/C/XX/22/C/H/24 dated 25th July 1967 from General Area for import of equipments valued at Rs. 22,090/-. They have requested for the issue of duplicate Customs copy of the licence on the ground that the original customs purposes copy of the licence has been misplaced by them. It has been further reported by the licensee that the licence was lost after having been utilised for Rs. 10,477/-.

In support of their contention the applicant have filed an affidavit. The undersigned is satisfied that the original Customs copy of the licence No. G/AU/1032851/C/XX/25/C/H/24 dated 25th July 1967 has been misplaced and directs that a duplicate copy of customs purposes copy of the said licence should be issued to them. The original customs copy of the licence is cancelled. A duplicate copy of the customs copy of the licence is being issued separately.

[No. Cent/Fert-11/67-68-PLS(A).]

P. C. VERMA,

Deputy Chief Controller of Imports and Exports
for Chief Controller of Imports and Exports

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 26th May 1969

S.O. 2191.—Mr. Swadesh Kumar Aneja was granted Custom Clearance Permit No. P/J/2365787/N/MN/30/H/27.28, dated 18th March, 1969, for Rs. 12060 for import of a Fiat 124 Berlina Car, has applied for a duplicate copy of the Custom Clearance Permit as the original Customs Clearance Permit has been lost. It is further stated that the original Custom clearance Permit was not registered with any Custom House and not utilised.

In support of this contention Shri Swadesh Kumar Aneja has filed an affidavit that the original Customs Clearance Permit No. P/J/2365787/N/MN/30/H/27.28, dated 18th March, 1969, has been lost and direct that a duplicate customs clearance permit should be issued to him. The original Custom Clearance Permit may be treated as cancelled.

[No. 2(B.577)/68-69/BLS/936.]

H. L. MANSUKHANI,

Dy. Chief Controller of Imports and Exports.

(Office of the Dy. Chief Controller of Imports and Exports)

ORDERS

Kanpur, the 30th May 1969

S.O. 2192.—The following licences were issued to M/s R. S. Sindh Biscuits Manufacturing Co., Lucknow:—

1. P/ES/1660276 dated 14-4-1969 for Rs. 1555/- Powdered Milk & P/SE/1660277 dated 17-4-1969 for Rs. 510/- Vanillin (Aromatic Chemicals) (Permissible Types)

Thereafter a show cause notice No. Ent I (235)/1969/Kan dated 24th April, 1969 was issued asking them to show cause within 15 days of the receipt of notice as to why the above Powdered Milk should not be deleted for the year A-62 licensing period as licences for the season 61 the same was included in the advertisement, in terms of clause 7 of Import (Control) Order, 1955.

In response to the aforesaid show cause notice M/s R. S. Sindh Biscuits Manufacturing Co., Lucknow have contended in their reply that deleted for the year A-62 licensing period as licences were allowed to the manufacturers of bakery and confectionery as per import policy for A-62.

The undersigned has carefully examined the case and come to the conclusion that the licences were issued after the announcement of Import Policy for A-62 licensing period. The item Powdered Milk could not have been allowed to them in terms of the said policy.

Having regard to what has been stated in the preceding paragraph the undersigned is satisfied that the item in question should be deleted or otherwise rendered enefective. Therefore the undersigned in exercise of powers vested in him

under clause 7 of Import (Control) Order, 1955 hereby deletes the item Powdered Milk from the licences mentioned above issued in favour of M/s R. S. Sindh Biscuit Manufacturing Co., 39/1, Ram Tirath Marg, Narhi Bazar, Lucknow.

[No. ENF. I(235)/1969/KAN/1355.]

S.O. 2193.—The following licences were issued to M/s Kisan Bakery, Zamir Mansion, behind Central Hotel, Aminabad Lucknow:—

1. P/SS/1600279 dated 17-4-69 for Rs. 1666/- Powdered Milk, Vanilline
2. P/SS/1600280 dated 17-4-69 for Rs. 3334/- Natural Essential Oils (Permissible Type)

Thereafter a show cause No. ENF I(235)/1969/KAN dated 24th April 1969 was issued asking them show cause within 15 days of the receipt of notice as to why the item Powdered Milk should not be deleted, from their AM-69 licensing period licences for the reason that the same was included in them in-advertently, in terms of clause 7 of Import (Control) Order, 1955.

In response to the aforesaid show cause notice M/s Kisan Bakery Lucknow have contended in their reply vide letter dated 8th May, 1969 that the item was allowed to the manufacturer of bakery and confectionery as per Import Policy for AM-69.

The undersigned has carefully examined the case and has come to the conclusion that the licences were issued after the announcement of Import Policy for AM-70 Powdered Milk cannot be allowed since the firm is not engaged in the manufacture of baby food malted Milk Food or Ice Cream.

Having regard to what has been stated in the preceeding paragraph the undersigned is satisfied that the item in question should be deleted or otherwise rendered ineffective. Therefore, the undersigned in exercise of powers vested in him under clause 7 of the Import (Control) Order, 1955 hereby deletes the item Powdered Milk from the licences mentioned above issued in favour of M/s Kisan Bakery Lucknow.

[No. ENF. I(235)/1969/KAN/1357.]

S.O. 2194.—The following licences were issued to M/s. Suraj Food Product Lucknow:—

Licence No. P/SP1600273 dated 17th April, 1960 and (ii) No. P/S/1600274 dated the 17th April, 1969 for Rs. 1666/- & Rs. 3334/- respectively for the import of Powdered Milk and Natural Essential Oils (Permissible Type).

Thereafter a show cause notice no. ENF I(235)/1969/Kan dated 24th April 1969 was issued asking them to show cause within 15 days of the receipt of the notice as to why the item Powdered Milk should not be deleted, from their AM-69 licensing period licences for the reason that it was included in them in advertently in term of clause 7 of Import (Control) Order, 1955.

The above show cause notice has been returned undelivered by the Postal authorities.

The undersigned has carefully examined the case and has come to the conclusion that the party has no defence to urge and has avoided a reply.

Having regard to what has been stated in the preceding paragraph the undersigned is satisfied that the item in question should be deleted or otherwise rendered ineffective. Therefore the undersigned in exercise of powers vested in him under clause 7 of the Import (Control) Order, 1955 hereby deleted the item Powdered Milk from the licences mentioned above issued in favour of M/s Suraj Food Products, Lucknow.

[No. ENF. I(235)/1969/KAN/1359.]

S.O. 2195.—The following licences were issued to M/s Shyam Confectionery Manufacturing Co. Kanpur:—

1. 1. P/SS/1600283 dated 17-4-1969 for Rs. 3333/-) Powdered Milk Natural
2. P/SS/1600284 dated 17-4-1969 for Rs. 6667/-) Essential Oils (Permissible Type) Vanilline (Aromatic Chemicals) (Permissible Type).

Thereafter a show cause notice No. Enf. I(235)/1969/Kan dated 24th April, 1969 was issued asking them to show cause within 15 days of the receipt of notice as to why the item Powdered Milk should not be deleted from their AM-69 licencing periods licences for the reason that the same was included in their inventently, in terms of clause 7 of Import (Control) Order, 1955.

In response to the aforesaid show cause notice no reply has been received from M/s Shyam Confectionery Mig; Co., Kanpur. The stipulated period of 15 days is over as the aforesaid notice was received by them on 6th May 1969 as the Postal Acknowledgement Card on record shows:

The undersigned has carefully examined the case and has come to the conclusion that the party has no defence to urge and has avoided a reply.

Having regard to what has been stated in the preceding paragraph the undersigned is satisfied that the item in question should be deleted or otherwise rendered ineffective. Therefore the undersigned in exercise of powers vested in him under clause 7 of the Import (Control) Order 1955 hereby deletes the item Powdered Milk from the licences mentioned above issued in favour of M/s Shyam Confectionery Mig Co., Iftikharabad, Kanpur

[No. ENF. I(235)/1969/KAN/1361.]

O. N. ANAND,

By, Chief Controller of Imports & Exports

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 21st May 1969

S.O. 2196.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award—Part IV of Shri Salim M. Merchant, Arbitrator in the dispute between the management of the Hindustan Zinc Limited, Udaipur and their workmen represented by the Zavar Mines Mazdoor Sangh, Udaipur, which was received by the Central Government on the 15th May, 1969.

BEFORE SHRI SALIM M. MERCHANT, ARBITRATOR

Arbitration in the Industrial Dispute

BETWEEN

The Hindustan Zinc Limited.

AND

Their Workmen, represented by the Zinc Mines Mazdoor Sangh.

PRESENT:

Shri Salim M. Merchant, Arbitrator.

APPEARANCES:

For the Company: Shri A. S. Bhandari, Financial Adviser, and Shri U. S. Bhatnagar, Chief Personnel Officer.

For the Workmen: Shri B. Chawdhary, General Secretary, Zavar Mines Mazdoor Sangh and other Office bearers of the Sangh.

INDUSTRY: Zinc Mining.

STATE: Rajasthan.

Dated at Bombay this 8th day of May, 1969

AWARD PART IV

By an agreement under Section 10A of the Industrial Dispute Act, 1947 (Act XIV of 1947), the Industrial dispute between the workmen represented by the zinc Mines Mazdoor Sangh, Udaipur, and the Hindustan Zinc Ltd., Udaipur was referred to my sole Arbitration in respect of 8 subject matters specified in that agreement.

By my Award Part II dated 27th October, 1967, I disposed off demands Nos. 2, 5, 6 and 7 under reference and by my Award Part III dated 1st May, 1969 I disposed off demand Nos. 3 and 4 which related to dearness allowances and scales of pay and gave directions with regard to demand No. 1 relating to payment

of bonus to the workmen under long terms settlement dated 8th April, 1960. By this award I am dealing with the said demand No. 1 for bonus and demand No. 8 relating to 59 items of claims raised by the Union under annexure DD to its written statement of claim dated 18th June, 1967. These 59 items of claim relate to individual workmen and certain particular demands. The demand No. 8 as specified in the Arbitration Agreement is in the following terms:

"Demand 8.—Negotiations are in progress as regards to item of the Memorandum of settlement and if no settlement is arrived at mutually, the cases will be also referred to the Arbitration for decision".

As the negotiations did not result in any settlement, in all 59 items as stated in annexure DD to the Union's Statement dated 18th June, 1967 in this dispute were filed. The parties were thereafter negotiating for a settlement of these 59 demands during the pendency of this arbitration and I was told at the hearing that the cases under item Nos. 1 and 29 had been settled and that the claims under item Nos. 2, 3, 6, 9, 10, 11, 15; 30; 32; 37; 41 and 44 had been either settled or not pressed. I was also told that the case of Gale Checkers under item No. 8 had not been settled to the Union's satisfaction. In the result the items which surviving for Arbitration under demand No. 8 of the reference are Nos. 4, 5, 7, 8, 12, 13, 14; 16 to 28, 31, 33 to 36, 38 to 40, 42, 43 and 45 to 59.

The Union in its written statement dated 18th June, 1967 has on demand No. 8 under reference stated that the issues though wide are specific and clear and have been specified in its statement annexure DD. It has given the particulars which I have given above with regard to the various items of claims which have been settled and has prayed that the surviving matters should be decided on the principles of equity and social justice and appropriate relief may be awarded in each case from the date the claim fell due. The Union without prejudice has submitted that it may be granted such further relief as may be deemed proper on the necessary case.

The Hindusthan Zinc Limited (hereinafter referred to as the Company) in its written statement in reply dated 28th June, 1967 has on demand No. 8 stated that most of the individual cases had been settled in consultation with the Union; that the remaining issues were in respect of the individual cases and were either for creation of new posts in certain departments or for revision of grades; that as the issue of provision of grades was demand No. 4 under reference the Company is advised not to offer any comments thereon as that subject matter was sub-judice. As regards the creation of new posts the company has stated that the same was under consideration of the company and that the company would be in a position to create new posts in the event further expansion programme will be taken in hand.

The company has failed to give a written reply to the statement made by the Union in its annexure DD when dealing with each of the surviving 59 demands under reference.

At the hearing both parties filed a number of documents in support of their respective contentions on certain demands. On Demand No. 23 both the parties after preliminary discussion filed detailed statements of claim.

I shall now deal with the surviving items, out of the 59 items in annexure DD, in their scriptural order.

Items Nos. 1, 2 and 3—(DD 2): Parties have stated that these three claims are settled.

Item No. 4: Shri Mukerji—Cashier.

The Union in its said statement Annexure 'DD' has stated that Shri Mukerji reached the maximum of his grade about two years ago, and since then his claim to be placed in the higher grade was pending, that there was a general revision of grades at the time of the long term agreement dated 8th April 1960; that on account of the expansion scheme the responsibilities and burden of the work on him as cashier had increased considerably. That revision of his scale of pay was long overdue and in comparison, the salary of a cashier in a similar industry was much higher. The Union has, therefore, claimed retrospective effect to the higher scale of pay for the cashier of the Zawar Mines.

The Management has failed to file any written statement in reply on the merits of the demand, except the general objection to this and similar demands which it has urged in its written statement in reply dated 28th June, 1967 to which I have referred earlier.

Now the facts on the merits as elicited at the hearing are that this workman, Shri R. K. Mukerji, who is admittedly working as cashier, was in the old grade IV of Rs. 210—15—420. The revised scale of pay awarded by me on demand No. 4 in this dispute, under my Award Part III, is Rs. 210—15—465. The Union, however, claims that the proper scale in which Shri Mukerji, as cashier should be placed, in view of his enhanced responsibilities and duties since reorganisation, should be Rs. 270—15—530—17.50—400—20—420—E.B.—20—380. It is admitted that Mukerji had reached the maximum of Rs. 420/- of his old scale, when this demand was made about 5 years ago. He appears also to have reached the maximum of the awarded scale for Rs. 210—15—465—10: Grade IV. The Union has claimed that considering the nature of responsibilities he burden of work on him since expansion he should be placed in the awarded Grade I which is Rs. 270—15—530—17.50—400—20—420—E.B.—20—380. It was stated that at the hearing by the Union that the cash that Shri Mukerji handles per month is about rupees five lakhs and that Mukerji has put in about 22 years service.

I may state that the Company has not filed its reply written statement on the merits to the submissions made by the Union in annexure 'DD' to its statement of claim, in support of this demand. In raising the maximum of the pay scales of the various grades of the monthly paid employees, I had not decided on classification or categorisation. This is in nature of a claim for a proper classification of the cashier of the Zawar Mines. It is in that sense that this and similar demands have been made for what the Union has stated to be claims for promotion. That term has been loosely used by the Union and I am satisfied that what it really claims is proper classification of these categories of employees in the various grades of pay which were demanded in this reference and which I have rewarded by my Award Part III referred to earlier. On the statements and submissions made at the hearing I am satisfied that a case has been made out by the Union for the cashier of the Zawar Mines being placed in a grade higher than the Grade I of Rs. 210—15—465, fixed by me. But I am not satisfied that the proper grade for Mukerji would be Grade I claimed by the Union. I think his proper grade should be the Grade II for which I have awarded the scale of Rs. 245—527.50 and I award that Mukherji should get the benefit of that grade of pay from the date I have made my Award Part III enforceable, i.e., from 1st January, 1968. He shall get the benefit of adjustment as awarded in Award Part III by me and the amount due to him should be paid to him within one month of the date of the publication of this Award.

Item No. 5: Shri Tandon, Assistant Cashier.

According to the Union, Shri Tandon, is in the grade of Accounts-Assistant but his responsibilities are much higher. The Union has complained that he is not getting any cash-handling allowance and that his case should be settled favourably.

The company has failed to file any written statement in reply on the merits of this case, but it was urged at the hearing that Shri Tandon was a clerk.

It is, however, admitted that Shri Tandon was in the old grade VIII of Rs. 140 - 295, which has under my Award been raised to Rs. 140—332.50.

The Union has replied to the company's contention that Shri Tandon is a clerk by pointing out that Tandon could not be a clerk, as all clerks after 3 years service or passing a test become Assistants.

With regard to the Union's claim for cash handling allowance the Company has urged that it has taken out a Fidelity Bond for which it pays the premium and that no surety had been taken.

It was pointed out that Shri Tandon had been given an ad hoc increment of Rs. 12.50 with effect from 1st July, 1968, under my Award Part II, which is to be adjusted in the Company, at a future date, decides to give a cash handling allowance—after ascertaining the position in other Public Sector Undertakings.

On the submissions made by the parties at the hearing, I am satisfied that a case has been made out for payment of a cash handling allowance of Rs. 12.50 per month to Shri Tandon. The statement that the Company proposes to adjust the additional increment of Rs. 12.50 granted to Shri Tandon if the Company at a future date decides to give a cash handling allowance, if it is ascertained that other Public Sector Undertakings grant it, is only a method of delaying and frustrating the settlement of a long standing industrial dispute. I am satisfied that a case has been made out. By my Award Part III I have only increased

the maximum of the existing grades. I had not decided the individual cases on merits—which had been raised under demand No. 8 and the fact of my having only increased the maximum of the grade in which a particular workman was then fixed would not debar my considering his case on merits for the proper grade applicable to him or for payment of an allowance to him. I, therefore, grant a cash handling allowance of Rs. 12.50 to Shri Tandon in addition to the additional increment of Rs. 12.50 granted to him and the same shall be paid to him with effect from 1st January, 1968, the date from which my Award Part III on demand No. 4 for revision of wage scales came into force.

Item No. 11:

The claim made on behalf of the two Assistant Mechanics (1) Shri Manohar Tripathi, and (2) Shri Pankaj Sarkar concerned in this demand is that they are in fact working as Mechanics and they should be promoted to the two vacant posts of Mechanics. In the Union's statement of claim dated 18th June, 1967, this demand was stated as having been settled. The Company has not filed any written statement in reply. But at the hearing at Udaipur on 21st January, 1969, it was stated that Manohar Tripathi was promoted with effect from 1st August, 1968, and Pankaj Sarkar from 1st September, 1968. The only point of difference was whether Pankaj Sarkar had been confirmed in the post of Mechanic. The Management at the hearing on 21st January, 1969, took time to state whether Pankaj Sarkar was confirmed and at the hearing on 24th January, 1969, it was stated that Shri Pankaj Sarkar will be confirmed as Mechanic. On this statement of the Management, the claim of these two workmen must be disposed off as having been settled.

Item No. 12:

As stated earlier, this claim has been partially settled, inasmuch as of the two workmen concerned, Shri Udallal, EM. 176 has, as claimed, been promoted to the post of Grade II Fitter. The surviving dispute is with regard to Gori Singh's claim to be promoted to the post of Grade II Fitter, both Udallal and Gori Singh having been Grade III Fitters. At the hearing on 21st January, 1969, it was stated by the Company that there was vacancy of only one post of Grade II Fitter, to which Udallal, being the senior man, was appointed, and in respect of him there was now no dispute surviving. With regard to Gori Singh, the Union's case is that both Udallal and Gori Singh were working as Fitters Grade II (but it has not succeeded in establishing this fact. As there was one vacancy in post of Grade II Fitter and as Udallal was senior, he was promoted to it. The claim for Gori Singh to be appointed as Grade II, Fitter therefore, fails.

Item No. 13: Shri James Ratnam EM. 54: Painter Grade I

According to the Union, Ratnam is an old employee, who is skilled Painter, who can do spray-painting and also discharge supervisory duties. It has pointed out that as, besides Shri Ratnam, there is only one other Painter, who is a grade III painter, the painting work is got done by Ratnam having to supervise the work of helpers who are made to do painting work. It is also urged that Ratnam is responsible for maintaining the stock of paints as also its indenting; and he has also to account for the paint used. It has, therefore, submitted that the duties he actually performs are those of a Maistry, to which post he really belongs and he should be paid the wages of a Maistry. It is in that sense that the Union asks for his promotion to the post of Mukadam, the claim being one for proper categorisation.

The Management has in this case also failed to file its written statement in reply, but at the hearing it was stated by Shri Bhatnagar, for the management, that as Grade I Painter Ratnam has to supervise the work of the Grade III Painter and two helpers and that there was no need to create the post of a Maistry, which is a Grade IX M.R.M.P. post, and the Union is not justified in wanting to promote a D.R.M.P. to an M.R.M.P.'s post.

It was admitted at the hearing that Shri Ratnam is in the Grade I of the D.R.M.P.—the highest Grade—which works out to Rs. 149 to Rs. 258, and that the Grade IX M.R.M.P. is of Rs. 125 to Rs. 295/-. It was admitted at the hearing that in the Zink Smelter there is no Painter in Grade I of the D.R.M.P., and that all the other category of Grade I D.R.M.P. workmen have been promoted to Grade VIII M.R.M.P. as Electricians. It was also admitted that the workload in the department in which Ratnam is working has increased. In my opinion, on the facts and circumstances the proper thing to do would be to

direct that Ratnam should be put in the Painting Maistry's M.R.M.P.'s grade IX at the stage of Rs. 225/- with effect from 1st January, 1969. In my opinion this claim is not really for promotion but for proper categorisation, in the admitted altered circumstances of work in the department concerned.

Item No. 14:—Demands on behalf of Welders in Workshop:

This claim is in respect of Shri Jagpal Singh who is D.R.M.P. Welder Grade II. He is a matriculate with I.T.I. training. Shri Anwar Ali is Grade III Welder. The Union's case is that one Shri Ali Abbas was the General chageman of the workshop and was looking after the welding section, but after he died, the vacancy in his post has not been filled in. The Union's claim is that Jagpal Singh should be promoted to post of Maistry and Anwar should be promoted to the post of Welder Grade II. The Management has not filed any written statement in reply.

At the hearing on 21st January, 1969, it was stated that Anwar Ali having passed the test for Welder Grade II in November, or December, 1968, had been appointed in the Welder Grade II's post with effect from 1st January, 1969. The Union's claim for an earlier retrospective effect in post of Welder Grade II for Anwar Ali, is, in my opinion, not justified as it is admitted that he had failed in the first test held in June, 1967. In the case of Anwar Ali, therefore, no separate order is necessary as he has already been posted as Welder Grade II with effect from 1st January, 1969.

With regard to Jagpal Singh, the Union's claim was that the carpenter who had been appointed in the vacancy of Shri Ali Abbas could not do this work and in fact Jagpal Singh has been doing the work which Ali Abbas was doing. The Union has further urged that under the agreement, dated 18th February, 1964 an I.T.I. after 3 years' training is appointed or directly recruited as Grade I D.R.M.P. and after 5 years is entitled to a post in a supervisory capacity. It is admitted that Shri Jagpal Singh, has completed 5 years' service. The Union has stated that the management was taking I.T.I.'s with only 3 years' training directly as Assistant Mechanics in Grade VIII M.R.M.P. in the scale of Rs. 140—10—320—12.50—332.50, and as Jagpal Singh is a Matriculate and an I.T.I. and has been in service of the Company for nearly 7 years since 2nd February, 1962, and has also previous experience he was entitled to be appointed to the M.R.M.P. Grade VIII.

Shri Bhatnagar for the management stated at the hearing that there was no post of Welder Grade I in the workshop of the Zawar Mines and that if one was created Jagpal Singh would be appointed to it. The Union thereupon suggested that in view of Jagpal Singh's admitted qualifications, training and experience the management should at least place him in Grade IX M.R.M.P.—the pay scale of which is Rs. 125—10—235—E.B.—10—295. On the facts and circumstances, I feel that justice would be done if Jagpal Singh was placed in this Grade IX at the stage of Rs. 165/-, with effect from 1st January, 1968 and Shri Bhatnagar wanted time to consider the suggestion.

Since there is no post of Welder Grade I in the Workshop of Zawar Mines, Jagpal Singh cannot be appointed to that post. But I am satisfied that Jagpal Singh by his qualification experience and the fact that he is an I.T.I. with now more than 7 years' experience, he is not properly placed in the Welder Grade II's post. I would, therefore, recommend that he should be placed in M.R.M.Ps. Grade IX at the stage of Rs. 165/-, with effect from 1st January, 1968, and further recommend that his dues on that basis be paid to him within 30 days of the publication of this Award.

Item No. 15:

Relates to the claim of 3 workmen, viz., (a) M. N. Roy, (b) Khali Ahmed and (c) and promotion of one of the Grade III turners to Grade II.

The Union's case with regard to these three workmen was that the management was wrongly not filling in these vacancies and was taking the work from a turner of a lower grade, of a higher grade turner and that these 3 turners were entitled to the pay scales of these higher grades considering their seniority and experience. The claim with regard to (b) Khali Ahmed and (c), has since been settled and the only claim that remains for consideration is claim (a) of Shri M. N. Roy being placed in the Turner Maistry's category. Shri Bhatnagar has argued that under the agreement of 18th February, 1964, relied upon by Shri Chowdhury for the Union a workman to be appointed in the post claimed for M. N. Roy must be a skilled workman and should be able to guide the workmen

under him. It appears that M. N. Roy had failed in a qualifying test. The Union has argued that this was a literacy test and not a trade test and cited instances of Fitters and others having been posted to grade I, without having the literacy qualification. I am, however, on a consideration of the submissions made by both parties not satisfied that the Union has made out a case for M. N. Roy being promoted to the post of Turner Maistry. The claim in respect of M. N. Roy is, therefore, rejected and in respect of claims under items (b) and (c) the same are disposed of as settled, as admitted at the hearing.

Item No. 16: Niaz Mahomed—Grade I Fitter:

The Union in its statement of claim has submitted that the demand for Niaz Mahomed, being appointed to the post of Maistries in Grade IX of M.R.M.P. cadre, was justified as he is a Grade I Fitter having outstanding merit in supervision and control of work. In support, it is urged that under the minutes of discussion held on 18th February, 1964, it was agreed by the Management that skilled workers were entitled, as an incentive for good work, to be promoted to the post of Maistries in Grade IX of the M.R.M.P. cadre. The Union has urged that Niaz Mahomed was one such case. At the hearing Shri Chowdhury for the Union pointed out that Niaz Mahomed had been in service of Zawar Mines for the last 18 years and in fact was on merits entitled to even the higher post of Assistant Mechanic Grade VIII M.R.M.P. He has stated that Niaz Mahomed had held the post of Grade I Fitter for 8 years and was not being allowed an opening for a higher post, whilst workmen in the Zinc Smelter of this same Company had got opportunities of much quicker promotion, with lesser service.

At the hearing on 21st January, 1969, Shri Bhatnagar for the management stated that a vacancy of a post of works Maistry in Grade IX had occurred in November/December, 1963 and the same was being advertised and that the Company would advertise the post and if Niaz Mahomed is found suitable he would be given the post. He has submitted that unfortunately there was no channel of promotion laid down, though in the minutes of discussion of 18th February, 1964, there was a reference to a channel of promotion for Maistry's post.

If by the time this Award is published, the said vacancy has not been advertised and filled, in, I think on merits this is a fit case where Niaz Mahomed can lay claim to it on the principle of seniority-cum-incentive already recognised by the Company.

Item No. 17: (Annexure DD): Shri Abdul Wahab Grade I Fitter.

The same claim is made on behalf of this workman as in the earlier case, the claim being that as per minutes of discussion of 18th February, 1964, a post of Maistry Grade IX M.R.M.P. should be created to absorb him in it. At the hearing it was pointed out that as far back as on 20th December, 1960, under discussion of that date, it was agreed by the M.C.I. to fill in immediately the vacancy of General Maistry caused by death of one essential Maistry. The Union has argued that with post of General Maistry under the channel of promotion there must be a post of Maistry. At the hearing it was stated that one Abdul Wahab was the senior-most fitter among the D.R.M.P. at the stage of Rs. 9.55 whilst the maximum of the grade for 1st Grade Fitters D.R.M.P. was only Rs. 9.95. Shri Narenora Singh for the management, at the hearing admitted that Abdul Wahab was doing the work of 1st Grade Fitter since 1958 but denied that he was the senior-most 1st Grade Fitter. He claimed that one Ram Krishna was the Senior-most—but he is a compressor, and was admittedly promoted as Grade I Fitter in 1964. It was admitted that there is a vacancy of Fitter—the same for which Niaz Mohamed—under item No. 16—had laid claim.

With regard to the management's plea for having to advertise every vacancy to be filled up, I am of the opinion that in so doing the company is putting in jeopardy the claims of the Senior-most workman for promotion to the vacancy in the higher post. There seems to be some justification in Shri Chowdhury's contention on behalf of the Union that when there is a competent employee available in the same department and he is the senior-most, and he is in the prescribed channel of promotion there should be no advertisement for filling up vacancies.

Considering all the facts and circumstances of the instant case I recommend that the management should consider the creation of post of Maistry and appoint Abdul Wahab to it on grounds of seniority-cum-experience. I am inclined to agree with the Union's contention that if in a channel of promotion there is a post of General Maistry there must be one of Maistry Grade IX also.

Item No. 18: Annexure DD—Cases of Deoji Ramji—Blacksmith:

The Union has stated that one Bherulal Mistry, who was General Mistry of the workshop, used to handle, guide and supervise Blacksmith's job and moulding and since his death, the post was lying vacant. The Union has claimed that since Bherulal Mistry's death, Deoji Ramji was doing the work of blacksmith independently and the moulding work was being done by Gyarsiram, who is, however, continued to be designated as a helper. It has claimed that the proper classification of Deoji Ramji on the basis of the duties performed by him is to a Grade I post and that of Gyarsiram to a Grade II post.

At the hearing the claim of Deoji Ramji was dropped on the ground that he had been superannuated.

The Union has, in respect of the claim of Gyarsiram, as in all other cases where the word 'promotion' is used, stated that what it means is that the workman for whom the claim for promotion is made was actually doing that work and was entitled to be so designated and paid the higher salary or wages of that post on the ground that he was discharging the duties of that higher post. There seems to be substance in this submission of the Union, as the management has appointed a sub-committee which is entrusted with the task of recruitment appointment and promotion.

With regard to the merits of the claim, it is not disputed that Gyarsiram is the senior most helper and that he is doing moulders work. But the management has argued that there are Grade III Blacksmiths whose claim have to be considered. In view of this, though Gyarsiram may be the Senior most helper and it appears that Grade III Blacksmiths are laying claim to moulders' posts which is a Grade II post it is not possible to ask the Company to appoint Gyarsiram who is in Grade IV, as moulder.

Item No. 19 (Annexure DD) Bench Fitters:

In its statement of claim the Union has stated that there is not a single Grade II Bench fitters post in the workshop of the Zawar Mines and that Ahmed Ali Grade III Fitter and Nooruddin Ahmed, helper are doing the Bench fitter's jobs. The Union's claim is that they should be promoted to Bench fitter's posts.

Now, the facts of the case are that the Company created two temporary posts of fitters for installation of machinery which was received from France and Ahmed Ali and Nooruddin Ahmed were appointed as Grade II Bench Fitters. Ahmed Ali was promoted from Grade III to Grade II and Nooruddin Ahmed was promoted from Grade IV to Grade III. Both these appointments were made in June 1961. It was admitted that from 1961, Ahmed Ali and from 1962 Nooruddin Ahmed were doing work of Bench fitters and Markers. It may be stated that Ahmed Ali was appointed as Grade IV helper and was in 1962 (1st August, 1962) promoted as fitter Grade III, when a special increment of 40 paise was given to him and, thereafter he was appointed as temporary fitter in Grade II in June 1957. It is also admitted that Nooruddin Ahmed was given a special increment of 20 paise on 1st November, 1964. The Company has not filed any written statement to the Union's written statement of claim but at the hearing opposed the demand. On the facts of the case considering the admitted position that both have since June 1967 been doing work as Grade II Bench Fitters and as there is no Bench Fitters post they can only be confirmed in Grade II Fitters posts and I award accordingly.

Item No. 20(DD2) Shri Manickam—Helper (Workshop)

The Union in its written statement of claim has stated that Manickam had worked for 12 years as a Carpenter's helper, but did not get any promotion to a higher post in spite of his having learnt the job thoroughly. He was thereafter put in the Painters section, where it is claimed he can do painting independently. It is, therefore, claimed that he should be promoted as a Painter.

The facts stated at the hearing are that Manickam joined services as Mazdoor in 1952 and was appointed Carpenter's helper in 1958, and at his own request was in 1962 transferred as Painter's Helper. In July 1968 he was again transferred to the Carpentry Department and is in Helper's Grade IV, Grade III being for Carpenters and Painters. Instances were cited of two workmen Doraiswamy and Fa'a Haja, who had both joined as Mazdoors but later were helpers and were promoted as Grade III Carpenters. But it was admitted that Manickam was junior to both of them as Helper. Another workman who on 1st March,

1964 was promoted as Painter Grade III was also senior to Manickam as Helper. While from the Management's side no one could say what work Manickam was doing as Helper, the workmen stated that he was preparing furniture independently. But the difficulty is that Manickam's claim as put forward in the written statement is for his appointment as a Painter. The Company has, however, only 2 Painters, one in Grade I and the other in Grade III and does not need any more painters. In these circumstances, his claim fails and must be rejected.

Item No. 21 (DD2) — Case of Garage Mechanics & Fitters

The Union in its written statement of claim has stated that the number of vehicles in the Garage is increasing but there are only 2 Grade II Fitters and 1 Assistant Mechanical Foreman, who have to attend to the maintenance and repairs of vehicles. The post of Garage Mechanic is, however, lying vacant. The Union, therefore, claims as follows:

- (a) Shri Mohan Singh, Driver, who is a perfect mechanic and who is working as such should be promoted to the post of Mechanic, and
- (b) Shri Mangilal and Shri Sher Singh should be promoted to the posts of Grade I. Fitter or Assistant Mechanic according to their ability.

The Company has filed no written statement in reply. But oral submissions were made at the hearing by both parties.

It was stated on behalf of the Management that there is no vacant post of Garage Mechanic. The Company stated that Shri K. L. Pal is the Assistant Mechanical Foreman in the Garage, to which post he was promoted from the post of Garage Mechanic on 1st July, 1963. This appointment, according to the Company, was subject to the condition that Pal was to do his duties as Garage Mechanic also and there would be no claim to promotion.

With regard to Mohan Singh's claim to be appointed as a Mechanic it was stated on behalf of the Management by Shri Bhandari that a driver in this Company is also required to be an expert mechanic. It was further stated that Mohan Singh had crossed the E.B., and that the Long Term Agreement of 8th April, 1960 provides that Grade IX Drivers having mechanical knowledge and capable of rendering garage servicing will only be entitled to cross the E.B. It was further stated that in the absence of leave of Shri Pal, the Garage Foreman, Mohan Singh was in 1964, assigned to do that job, for which he was paid an allowance of Rs. 20 p.m. The drivers senior to Mohan Singh did not officiate in Pal's leave vacancy. The payment of any allowance to Mohan Singh in Pal's vacancy was, however, disputed. It was, however, admitted by the Management that there was now more work in the garage than before.

Shri Choudhry states that a garage mechanic in this garage or the mines has to have knowledge of the mechanics of both diesel and petrol vehicles. It was stated that Mohan Singh was working as a Mechanic Fitter Helper in another Garage which job he gave up when he was given employment in this Company as a driver. It was further stated that because of his knowledge as a mechanic he was asked to do the responsible job of bringing a crane from Bombay to Zawar mines for which work he was paid Rs. 4/- per day as extra allowance. It was further stated that there was a separate post of Garage-in-Charge where Pal was appointed as Assistant Mechanic Foreman and that was the reason why the condition stated above was attached to that appointment.

It is admitted that the work in the garage has increased considerably. It is also admitted that there was no post of mechanic in the garage and the post of assistant Mechanic is vacant. The scales of these posts were stated to be:

Assistant Mechanic	(Rs. 140—332.50)	Grade VIII
Mechanic	(Rs. 175—400)	Grade VI
Driver	(Rs. 125—295)	Grade IX

(NOTE: Mohan Singh is getting Basic pay of Rs. 285/- per month in Grade IX) The Union is claiming for Mohan Singh the Grade VI of the Mechanic which is Rs. 175—400. On behalf of the Management it was stated that the demand for promoting Mohan Singh from Grade IX to Grade VI could not be agreed to, and reference was made to the minutes of discussion of 5th May, 1967, with regard to creation of new posts. It was, however, admitted at the hearing on

22nd January, 1969 that proposal for the creation of the post of Mechanic was under consideration and that the proposal was received only 15 days before the date of hearing and that if the Company gets a better man from the open market they would employ an outsider, but the claims on merits of the others would be considered. It was, however, admitted that there was no employee in the garage between Grades VI and VIII.

On the other hand Shri Chaudhry, the General Secretary of the Union states that the Company had appointed workmen to posts without advertisements.

I am satisfied from the submissions made that a post of Mechanic is necessary and that the Company itself has no alternative but to make an appointment in that post. But it says that it will appoint a better man from outside if one is found. Of course, the selection for appointment to posts is a right of the Management but the rules of Seniority and competence have to be followed, and I do hope the Management will give due consideration to the claim of Shri Mohan Singh to be appointed as a Mechanic. It might be remembered that even to-day Mohan Singh is drawing a basic pay which is high up even in Grade VI which is the Mechanic's Grade.

With regard to the second part of the demand the Union wants Assistant Mechanic's post for Mangilal and Fitter Grade I's post for Sher Singh. At the time the application was made both of them were in the Fitter II's grade. As for Mangilal, he was appointed as IInd Grade Fitter on 18th May, 1962, but since 1st September, 1968, he has been appointed as Fitter Grade I which post was advertised and for which both Mangilal and Sher Singh applied, but the former who is senior, was appointed. The Union has argued that since the vacancy for Assistant Mechanic's post was created in March 1968 and it has not been advertised or filled-up, Mangi Ram has a claim to it. I am not satisfied that a case has been made out for appointing Mangi Ram as Assistant Mechanic or for Sher Singh to be appointed as Grade I Fitter. Since this application was filed Mangi Ram has been appointed as Grade I Fitter with effect from 1st September, 1968, and his claim for the higher post of Assistant Mechanic so soon thereafter is, in my opinion, not justified. Since Sher Singh was not found suitable for Fitter I's post for which he had applied, his claim to that post cannot be deemed to be justified. There cannot be a promotion of Mangilal to Assistant Mechanic's post merely to create a vacancy in Grade I Fitter's post for Sher Singh.

Item No. 22 (DD2): At the hearing the parties stated that this demand was settled.

Item No. 23 (DD2): Power House Switch Board Operators:

The Union in DD2 has stated as follows on this demand:

"These operators are next to the Shift-in-Charges. They are also working as Shift-in-Charge on all the rest days and holidays. Due to the Chambal Power Supply their responsibilities have also gone up: These operators are also doing maintenance work themselves and are maintaining log books, they also write shift reports etc. In view of the above they should be placed in grade equivalent to that of a Assistant Mechanic at least. The Union claims accordingly".

When this demand was taken up for hearing at Udaipur on 23rd January, 1969, after some discussion both parties stated that they would forward their written statements to me in writing at Bombay. Thereafter, the Union by its written statement dated 29th January, 1969, has submitted to me 15 detailed reasons in support of this demand. The Company has replied to this written statement by its written statement in reply dated 3rd February, 1969 which it forwarded to me at Bombay and copy of which it sent to the Union. The Union has filed its Rejoinder dated 20th February, 1969 to this reply statement of the Company, copy of which it has forwarded to the Company. The Union in its Written Statement dated 29th January, 1969, has stated that the claims under this demand are in respect of (1) Girja Shankar (2) Dalchand Shankla and (3) Neelkanth, who according to the Union were formerly working as men next to the Shift-in-Charge of the Power House, but were differently designated, which could be verified from the letters of their promotions to Grade I of the D.R.M.P. Cadre. The Union claims that Dalchand by letter No. 25/184/59 was promoted to Grade I as "Maintenance-cum-Plant Operator" that all these workmen were known as "Switch Board Operators", and the Company was aware of

this; that during the bilateral discussions held on 30th April, 1967 and 2nd May, 1967 the claim of the Union for lifting these workmen to Grade VIII of the M.R.M.P. Cadre was discussed in detail, but the Management did not agree to consider their claim in view of the pending dispute before the Arbitrator with regard to the revision of existing grades of pay. According to the Management in view of the pending dispute no immediate action was required. The Union has in this connection referred to the minutes of discussion dated 5th May, 1967, copy of which was submitted at the hearing. According to the Union, the Management had sought to confuse issues by quoting the names of some recently appointed "Switch-Board Operators", who did not exist at the time this demand was raised. The Union has stated that there is a Diesel Power Station comprising of 5 plants with the total capacity of 2310 K.W.H., which is at present used as a 'Standby'; that formerly there used to be one 'Switch Board Operator's or Plant Operator in each shift under the Shift-in-Charge and was responsible for the control and Distribution Panel, assisting the in-charge in Supervising, in looking after the plant and machineries, in maintaining the log book etc. and that on rest days when one or two plants were being run, they used to work with the full responsibilities of Shift-in-Charge and they also used to assist the Mechanic at the time of any breakdown or when in general-shift. The Union has stated that at present the supply from the Chambal Project is received by a Main-Sub-Station and then distributed to the three sub-stations, at the Power House, the Shaft and the Mill. The Union has submitted that the work load and responsibility at the main-sub-station is only limited to supply to other sub-stations and, therefore, comparatively the same is very much less than that at the sub-stations of the Power House and the Shaft. The Union has submitted that the Power House sub-station besides having the standby arrangement, is fitted with 19 panels and electric supply is made to different sections and departments; that on power failure, the plants are run to restore supply to all departments, and in addition this is the point from where instructions are issued to all other sub-stations including the main sub-station. With regard to the Shaft sub-station the Union states that it is fitted with a Transformer and 17 panels and supply is made to Productive and Auxiliary departments. That comparatively the Mill Sub-station is a small one, with limited responsibility of supply to the Mill department only. The Union has stated that there is one Grade I Operator (D.R.M.P.) in each shift on the Main sub-station and one Grade II Operator (D.R.M.P.) in each shift of the Mill sub-station. But each of the other two sub-stations is only entrusted to either one of the shift-in-charges in Grade V of the M.R.M.P. cadre or one of the former plant operators, whose claim for upgrading is under reference. According to the Union even at present, on rest days, one of the three workmen for whom this demand is made viz. Gria Shankar, Dalichand and Neelkanth have to work with full responsibility of the Power House when the diesel plants are being run. The Union has submitted that these three workmen are carrying on the same responsibilities as are carried on by the Shift-in-Charge in Grade V of the M.R.M.P. cadre, and that their responsibilities are much higher than those of Switch Board Operators in Grade I of the D.R.M.P. Cadre who are looking after the Main Sub-station. In para 19 of its said written statements the Union has urged that there was post of Senior Shift-in-Charge in Grade VIII of M.R.M.P. Cadre, but the Management did not fill the vacancy when created due to promotion of Shri D. K. Sarkar to the post of Shift-in-Charge. The Union has further urged that at the Zinc Smelter the Plant operators are in Grade VI or Grade VIII and Grade XI of the M.R.M.P. Cadre as Operator's Grade I, II and III respectively. The Union has submitted that such categories of workmen are nowhere daily rated and also having similar responsibilities and similar nature of job as of the Shift-in-Charges in M.R.M.P. Cadre, there should not have been two-way discrimination i.e. in cadre as well as in wages. Giving particulars of the dates of their promotions the Union has stated that Gria Shankar was appointed on 18th April, 1949 and promoted to Grade I (D.R.M.P.) on 1st March, 1956; that Shri Neelkanth was appointed on 1st October, 1954 and promoted to Grade I (D.R.M.P.) on 1st October, 1958 and that Shri Dalichand was appointed on 22nd February, 1956 and promoted to Grade I (D.R.M.P.) on 1st October, 1958. On these facts the Union, in para 25 of its said written statement has stated as follows:

"That in view of the above facts, the Union claims that they should be at least classified/up-graded in Grade VIII of M.R.M.P. cadre as either Junior shift-in-Charges or Plant Operator Grade II (as in Zinc Smelter) or as may be deemed fit by the Hon'ble Arbitrator".

The Management by its said written statement dated 3rd February, 1969, has on this demand (Item No. 23 of Annexure DD) submitted that before the mines

were taken over by the Government of India, there was a Power House in which 5 diesel generating sets were installed, in which some operators were appointed as "Plant Operators". At that time there was no power supply from the Rajasthan State Electricity Board (R.S.E.B.). As since January 1967, the Power is supplied by the R.S.E.B. (which was after take over by the Government) the diesel generating sets have been shut-down and Power House is existing only as a stand-by. The Management has stated that Sarvashri Girja Shanker, Dalichand and Neelkanth were only working in the Power House on switch boards as attendants; that they were working under the shift-in-charges just like other workers of the Power House. The Management has stated that the contention of the Union that these persons were helping in maintenance work in Power House and assisting the Shift-in-Charges in supervision is totally incorrect. The Management has stated that after the power supply was received from R.S.E.B., these plant operators were asked to do the duties of Switch Board Attendants in the sub-stations and in fact there is no change in their nature of work; that with the installations of more sub-stations, the Management has employed 4 Switch Board Operators in Grade I M.R.M.P., who possess better technical qualifications, as they are matriculates with certificate from Industrial Training Institute in Electrical trade; that there is absolutely no difference in the nature of work and responsibility of these plant operators and Switch Board Operators. Dealing parawise with the Union's written statement the Management has stated that in the original demand of the Union submitted during 1966, no names were mentioned. It has denied the statement of the Union in Para 2 of its written statement that these 3 workmen were working as next men to the Shift-In-Charge of the Power House but that they were working in the Power House just like other workers under Shift-in-Charges. The Management has annexed copies of the promotion letters to these three workmen and has stated that they do not confirm the statement of the Union in Item 2 of its statement. With regard to Para 4 of the Union's statement, the Management has stated that Dalichand is not doing any maintenance work, but is at present only discharging the duties of the Switch Board Attendant. With regard to Union's Written Statement para 5, the Management has stated that these workmen were designated as Plant Operators and after receipt of hydro-electric power they are working on sub-stations as attendants. The Management has stated that during the bilateral talks referred to in para 6 of the Union's Written Statement held on 30th April, 1967 and 2nd May, 1967, these demands were discussed but could not be agreed to. The Management has with reference to the Union's Written Statement paragraph 7 stated that the original demand of the Union made in 1966, the claim was for upgrading of Switch Board Operators only and, therefore, from a strict legal point of view the claim cannot be made on behalf of Plant Operators. The Management has stated with reference to para 8 of the Union's written statement that the Switch Board Operators were working as next men to Shift-in-Charges. That this was verified during inspection at Zawar House from the Power House Superintendent and the concerned workmen. The Management has denied the statement made in para 10 of the Union's Written Statement that when one or two plants were run the workmen used to work with full responsibilities of the Shift-in-Charge, and it has also denied the claim made in Para 11 of the Union's Written Statement that these men used to Assist the mechanic at the time of break-down or when in general shift and has stated that there is separate maintenance group for the Power House. With regard to the statement made by the Union in Paras 12 and 13 of its written statements, the management has stated that the power is received from Chambal at the main sub-station, where the power is distributed in different directions. There are 3 sub-stations where the power is further distributed. The management has submitted that in general the nature of work of all these workmen in all the 3 sub-stations is the same. With regard to equipments at sub-stations the Management has stated that all sub-stations are provided with transformers and switches, which are the normal installations in any sub-station. With regard to para 15 of the Union's Written Statement of claim which deals with the categories of employees in each one Grade I Operator in each shift in the Main Sub-station and there is one Grade II Operator in Mill sub-station. The Management has stated that in the Power House sub-station due to little extra responsibility Shift-in-Charges are discharging the duties. It has stated that none of the Plant Operators is doing the work of Shift-in-Charge nor working as sub-station operators in the Power House independently. With regard to para 16 of the Union's Written Statement the management has denied the statements made therein and has stated that when the Diesel Plant is worked in case of emergency the Shift-in-Charges are present in the Power House and if needed a Switch Board Operator is additionally given. But this happens on very rare occasions. The Management has

denied the Union's claim in para 17 of its Written Statement that these 3 workmen are carrying on the same duties as shift-in-charges in Grade V of the M.R.M.P. Cadre. It has also denied the statement in para. 18 of the Union's Written Statement that these 3 workmen are carrying on much higher duties than Switch Board Operators in Grade I of the D.R.M.P. cadre and has stated that the nature of work is the same for Plant Operators and Switch Board Operators. With regard to para 19 of the Union's Written Statement, the Management has stated that Shri D. K. G. Sarkar was not a Junior Shift-In-Charge as stated by the Union. It has stated that he was Junior-Chargeman and has enclosed copy of the Order of his promotion (Annexure B to the written statement). The Management has stated that a Junior Chargeman is very different from Shift-in-Charge and that it was evident from the said letter of promotion that the post of Junior Chargeman had been abolished. The Management has admitted the statement made in Para 20 of the Union's statement of claim with regard to the various grades of pay for operators but has pointed out that there is a minimum qualification prescribed for each grade of operator, and it has stated what the minimum qualifications prescribed are. The Management has submitted that the so-called Plant Operators at Zawar Mines are at present performing the duties of Switch Board Attendants in the sub-stations. It has stated that the employees for whom the Union has claimed higher grades have no technical or educational qualifications and that the work of these Switch Board Operators can in no case be compared with the jobs of the Operators in the Zinc Smelter. The Management has denied the statement made in para 21 of the Union's Written Statement that no where are these categories of workmen daily-rated and that there should not be discrimination between these categories of employees in the Zinc mines and the Zinc Smelter by stating that right from the beginning these workmen have been in the D.R.M.P. grade; that the demand for converting the D.R.M.P. into M.R.M.P. has already been rejected and that this is a repetition of the same demand. With regard to the dates of appointment on promotion of each of these workmen as contained in paras 22 to 24 of Union's Written Statement, the Management has filed a statement (Annexure C) giving particulars of the same. The Management has, in conclusion, submitted that in view of the facts stated by it in its Written Statement these 3 workmen are properly placed in their grades—depending upon their qualifications, nature of duties and responsibilities and that there is no merit in the demand for upgrading of these posts.

The Union in its rejoinder dated 20th February 1969, to the Written Statement of the Company, has stated that the Diesel Power Station was in regular use upto the end of September 1967 and the R.S.E.B. supply was started sometime in January 1967, but it was enough only for the expansion scheme. It has stated that though the Diesel Power Station has become a stand-by, since the end of 1967, but all the same it is being run regularly on weekly rest days and holidays and on occasions of power-failure which are quite frequent; that with shortage of electricity in Rajasthan, the Diesel Plant will have to be run regularly—particularly with the commencement of the further expansion schemes. It has submitted that the submission of the Company that these 3 workmen, Sarvashree Girja Shanker, Dalichand and Neelkanth were working as Switch-Board attendants only, is baseless, as the responsible nature of the work done by them can be judged from their designations and the letters of promotion issued to them. The Union has submitted that Girja Shanker was promoted to the post of Grade I Driver in 1956, but in 1959 he was designated as 'Plant Operator' which proves that besides his responsibilities as the Switch Board attendant, (admitted by the Company) he was looking after the plant and machinery also. The Union has pointed out that the Company's letter No. 25/1847/59 (erroneously typed '57 instead of '59) which is Annexure A to the Company's written statement dated 3rd February, 1969, clearly shows the responsible nature of the work performed by Shri Dalichand. The Union has submitted that besides doing the duties of a Switch Board Attendant, which is admitted by the Company, Dalichand was responsible for looking after the plant and machineries, including their maintenance and that Shri Neelkanth was carrying on similar duties. The Union has stated that all these workmen were maintaining log books as well. It is submitted that the facts on record clearly establish that these so-called Plant Operators were carrying out all the responsibilities of a Shift-in-Charge of the Power House which includes supervision of plant and machinery, Control of Power supply and maintaining of records etc. The Union has submitted that these three workmen cannot be compared with the recently appointed Sub-Station Attendants as they will never have to look after plant and machinery maintenance. The Union has denied the statements.

made by the Company which are inconsistent with the Statements made by the Union and it has denied that the Company's statement that the facts as stated by the Company had been verified at the time of the inspection at the Zawar Mines taken by me. The Union has stated that the Company's statement that there is no separate maintenance group for the Power House, is not correct. It has stated that Shri Dayal Singh is the Power House Mechanic, Shri Mahomed Khan, till his recent superannuation, was the Power House Assistant Mechanic and Shri Hari Singh is a Grade I fitter (Power House), besides others. The Union has argued that the responsibilities of a Sub-station attendant depend upon the size, capacity and number of control and distribution panels and so, even if the nature of work is the same, the responsibilities would differ accordingly. It has been stated that even Power House Shift-in-Charge in Grade V of the M.R.M.P., cadre, are non-matriculates and do not possess any other technical qualifications. It has further pointed out that the qualifications for Grade II Operator in Grade VIII of the M.R.M.P. cadre in Zinc Smelter is not the holding of a Diploma in Engineering. It has in conclusion submitted that if persons with higher calibre are found to accept lower posts, because of under-employment that cannot justify debarring experienced existing candidates from higher posts to which they are entitled.

I have given anxious consideration to the submissions of the parties, and am satisfied that the Union has not justified its claim.

At the outset it must be mentioned that this Demand No. 23, which related to Power House Switch Board operators, as originally framed was that they should be placed in the Grade of Assistant Mechanics. When this demand was made the Power House had not closed down. Since then the mines are getting supply of electricity from the R.S.E.B. and the Power House has only become a stand-by. Formerly the Power House had 5 Diesel Generating sets which have closed down after take over and supply of power from R.S.E.B. and it does appear that after supply of Electricity the plant operators were asked to do the work of Switch Board attenders in the Sub-station. Now, the power from the Chambal Project is received by the Main Sub-station and then distributed to the 3 sub-section viz., the Power House, the Shaft and the Mill sub-stations. It is admitted that in view of new sub-stations the Company on 2nd May, 1967 appointed four Switch Board Operators in Grade I D.R.M.P. on Rs. 5.95 per day. The Union at the hearing has claimed for these Power House Switch Board Attenders the grade of Shift-in-Charge, which is Grade VIII of the M.R.M.P. as Junior Shift-in-Charge or Plant Operator Grade II. In my opinion, the Management is right when it urges that the Union cannot be allowed to change its original demand like this. No doubt in case of failure of power the Power House sub-station which has 19 panels has to supply electric supply to different sections and departments. In other words, when there is failure of power these plants are run to restore supply to all departments. It is also true that the Shaft Sub-station is fitted with a Transformer and 17 plants, which makes the necessary supply during break down to production and auxiliary departments. Compared to these 2 sub-stations, the Mill sub-station is a small one. But, I am inclined to feel that with the supply being given from the R.S.E. the Power House having become a stand-by, the duties and responsibilities of these original Power House Switch Board operators has become considerably reduced and I cannot overlook the fact that the Management has appointed Switch Board Operators at the Sub-stations in Grade I for the D.R.M.P. on Rs. 5.95 per day. The other factor to be remembered are that the post of Junior Chargeman has been abolished. I am also not satisfied that comparison in respect of duties and responsibilities has been established by the Union with the Operators in the Zinc Smelter. The demand as argued before me was for 3 individual workmen, whilst the original demand did not mention the Operators by name. What was raised was a general dispute which is now being sought to be converted into one for 3 individual workmen. Besides, there is, in my opinion, no warrant in this case for converting the D.R.M.P. into M.R.M.P.

For these reasons the demand No. 23 is rejected.

Demand No. 24: Case of workers working in Mill repairs and maintenance:

Demand No. 25: Case of workers in Mill shift (Running)

Demand No. 27: The case of Shri C. Krishanan, Electrician (Mill)

These three cases were argued together at the hearing I shall first state what the Union has urged in its written statements on each of these demands.

Demand No. 24.—On demand No. 24 the Union has pointed out that when at the Zavar Mines there was only one Ball Mill of 15 tons capacity, one Mechanical Foreman and 1st Grade and 2nd Grade fitters were employed. When the 300 tons mill was installed one more Mechanic and one Assistant Mechanic were appointed. Later, about 3 years prior to the raising of these demands the Mechanic resigned and the Asstt. Mechanical Foreman was transferred and promoted to the post of the Mill Shift Foreman. It appears that at that time the 1st Grade Fitters and some of the II Grade Fitters either left service of their own accord or their services were terminated on other grounds. Since then, there is only one Mechanical Foreman, one Mechanic and one Grade I Fitter (who is mostly working as crushing Supervisor due to shortage of Supervisors) and one IInd Grade Fitter. According to the Union these few workers not only carried out the day to day maintenance and repairs of the Mill Dept. but also successfully carried out the erection of another Ball Mill. It has stated that the Management should have appreciated the work done by them and promoted them to appropriate posts, and should have filled the vacancies. The Union has, therefore, made the following individual and general demands under demand No. 24 viz.:

- (a) Shri Tarasingh, Mechanical Foreman, should be placed in Grade I of the M.R.M.P. Cadre in view of the increased work-load and increase in the size of the plant.
- (b) Shri Shivappa should be promoted to the vacant post of Assistant Mechanical Foreman (Mill).
- (c) The Management should fill the vacancies of the Mechanic and Assistant Mechanic by promoting personnel either within or outside the Department.
- (d) Shri Bhoga Rajan Grade II Fitter should be promoted to the post of Grade I Fitter.
- (e) The vacant posts of Grade II Fitters should be filled by promoting Grade III Fitters.

Demand No. 25.—Demand No. 25, which as stated earlier covers the cases of workers in Mill Shift (Running), as preliminary observations to the 8 specific claims made under this demand, the Union has stated that the capacity of the Mill was raised from the original 150 tonnes to 500 tonnes and now another Ball Mill was installed to raise the capacity to 1000 tonnes. It has stated that the production control, watch on the machines, running repairs etc. are carried on by the Shift Foreman in Grade III of the M.R.M.P. category with the help of a few Semi-skilled and Junior Skilled workmen, the next responsible person in a shift being a Floatation Attendant in the III Grade on the D.R.M.P. cadre. It has urged that in other departments where responsibility is much less there are a number of skilled and highly skilled workmen to assist the Shift-in-Charges. It has submitted that the day to day responsibilities of the Mill Shift-workers and the work load on them have been increasing, but the Management had failed to consider their cases favourably. According to the Union, the Floatation Attendants job is highly technical and skilled. Besides the Foreman, the Floatation Attendants play a very important role in maintaining the desired production and efficiency of the plant. It has pointed out that there are Ball Mill Attendants who are in the Grade of Helpers; that they have not only to feed the Mill, on which production depends, but also at intervals to lubricate the machineries and also to look after them. It has submitted that the work of a Ball Mill Attendant can never be a Semi-skilled Helper's job. Similarly, Pump Drivers are responsible for running of set of powerful pumps; that in other departments of the Zavar Mines the Pump Drivers are in higher grades.

Dealing with the crushing section, the Union has pointed out that whilst the plant was only of 150 tonnes capacity there used to be Grade II fitters in the shift, whilst now there is only one Supervisor and a few semi-skilled helpers. It has urged that the Crushing Section needs frequent repairs, and that running repairs are done by the Supervisors with the help of Semi-skilled helpers. The Union has stated that due to the running of the Mill Plant on the rest days, Supervisors have undertaken crushing of extra tonnage during week days, but were not given any consideration for this extra load of work they undertook. It has pointed out that during the long term agreement the crushing Supervisors were in the same grade as the underground supervisors, whose grade was subsequently changed by designating them as Underground Mates. It has stated that as another mill has been installed the work load and responsibilities of the Crushing Supervisors and other workers under them will be further increased.

For all these reasons the Union has urged that the whole wage structure of the Mill Department needs revision and rationalisation; that this was under the consideration of the erstwhile management, but before any decision could be taken, the Central Government took over the industry. The Union has claimed in its written statement that the salaries and grades of the shift workers should be revised as follows pending the decision of this Arbitrator in respect of the demand for revision of Grades:—

- (1) The shift Foreman should be placed in Grade I of the M.R.M.P. Cadre.
- (2) The Crushing Supervisors should be placed in Grade VI of the M.R.M.P. Cadre as done in the case of Mining Mats.
- (3) Floatation Attendant should be placed in Grade I of the D.R.M.P. category.
- (4) Ball Mill attendants should be placed in Grade III of the D.R.M.P. category like other Attendants and senior amongst the Attendants in the shift should be placed in Grade II of D.R.M.P. category.
- (5) The Helpers who assist the Floatation Attendants should be in Grade III.
- (6) The Pump Drivers should be placed in Grade III.
- (7) The Helpers to the Filter Plant and Filter Operators should be placed in Grade III as Filter Plant Attendants.
- (8) The Junior Fitters in the Crushing Shift should be placed in Grade II and the Crusher Attendants should be placed in Grade III.

I may pause here and state that demand No. (5) above was dropped under the agreement of 6th January, 1968 and demand No. (8) was settled under that agreement.

Demand No. 27.—As stated above this demand is that Shri C. Krishnan, Electrician (Mill) should be promoted to Grade IX of the M.R.M.P. Cadre as Electrician Mistry. In support of this demand the Union in its written statement has stated that Shri Krishnan is a very efficient electrician who is looking after the maintenance and repairs of motors also, and that due to expansion of the Mill and crushing, the work load has increased considerably.

Having extracted the written statement of the Union on these 3 demands, it is necessary to state that the Company did not till the time the hearing on merits of their demands commenced at Udaipur on 21st January, 1969, file any written statement in reply to the statement of the Union.

However, at the hearing it was stated by the Union that under the agreement dated 6th January, 1968, (copy filed at the hearing on 22nd January, 1969) there had been an interim settlement, with regard to the Mill workers. There was also another agreement dated 14th January, 1968 (copy filed at the hearing on 22nd January, 1969) which covered the cases of underground workers. These two settlements referred to item Nos. 24, 25 and 27 and item Nos. 31, 45, 46, 47 and 56 of demand No. 8 under reference. Reliance was also placed at the hearing on the agreement of 15th May, 1968 and to the earlier letter of the Union dated 6th February, 1968. According to the Union under the last agreement of 15th May, 1968, the earlier agreements of 6th January, 1968 and 14th January, 1968 were *ad interim* adjustments subject to adjustment under the Award to be made by me on Demand No. 8 under reference.

Shri Bhatnagar at the hearing stated that on 17th November, 1966, fifty-nine individual cases covered by Demand No. 8 under reference were agreed to be referred to Arbitration. He has referred to what he calls the agreement dated 5th May, 1967, (which is in fact a record of the discussion for settlement held between the management and the Union representatives) in which on item Nos. 24, 25, 26 and 27, it was recorded as follows:

“24, 25, 26 and 27:

“Case of workers working in the Mill Maintenance and Repairs. The Union demands that certain posts should be created in the Mill. The C.M.E. has agreed to look into this matter personally and this matter will be discussed with the Mill Superintendent and action will be taken in the same manner as under Para 13, 14, 16 to 21 above”.

Now, under Paras 13, 14, 16 to 21 of the discussion recorded on 5th May, 1967 the same record was made as on Item Nos. 24, 25, 26 and 27 except that in addition it was stated, "in case posts are created promotions will be considered on merits as per rules".

Though it is admitted that the agreements of 6th January, 1968 and 14th January, 1968 were signed, according to Shri Bhatnagar those agreements do not state that they were *ad interim* statements. According to Shri Bhatnagar at that time they were final settlements on demands No. 24, 25 and 27. In my opinion this is mere hair-splitting. I shall later deal with the settlements under the agreement of 6th January, 1968, which covers demands under item No. 25 and 24 and also with the provisions of the agreement dated 14th January, 1968, which covers demands under items Nos. 31, 47, 55, 43 and 46. But the point which I am considering now is that the Union by its letter dated 6th February, 1968 addressed to the Chief Mining Engineer had recorded that the agreement of 6th January, 1968 and 14th January, 1968 were reached only with a view "to give some incentives pending decision on the individual cases" as per Annexure DD to the Union's statement of Claim dated 18th June, 1967, to this reference. The Union had in that letter stated in Para 1 as follows:

"The Management expressed its inability to decide some of the cases finally and offered to pay some incentive in the form of personal pay or special increment. Accordingly, the agreement was arrived upon with the condition that the special increment and/or personal pay would be adjusted after the final decision on the issue No. 8 upon either by mutual settlement of the Award on the work structure or by seeking further decision of the Arbitrator in case of failure to arrive at a settlement mutually".

In the second paragraph of the letter the Union stated:

"The wordings of the agreement have created some confusion. We would expect you to confirm the above intention".

This letter appears to have been discussed in the presence of the Hon'ble Minister for Steel, Mines, Metals and Minerals on 6th May, 1968 and consequently a meeting was held at Udaipur on 15th May, 1968 between the representatives of the Management and the Union. The Minutes of that meeting in Para 3 recorded that the contents of Para 1 of Union's letter of 6/8th February were accepted by the Management. Para 3 of the meeting of 15th May, 1968, recorded as follows:—

"In connection with bi-partite agreement dated 6th January, 1968 and 14th January, 1968, the Union representative informed that their letter dated 6th February, 1968 has not been replied to by the Management. After protracted discussion it was agreed that the contents of the Para 1 of their letter dated 6/8th February (which I have extracted above) are accepted by the Management".

In view of this clear acceptance of the Management there can be little doubt that the agreements of 6th January, 1968, and 14th January, 1968, were clearly accepted by the management to be incentive payments in the form of personal pay or special increment, and that the same would be adjusted after the final decision on demand No. 8 under reference. It is, therefore, not possible to accept the contention of the Management that the agreements of 6th January, 1968, and 14th January, 1968, were even "final statements at that time" on demands Nos. 24, 25 and 27 and the other demands covered by those two settlements. In my opinion, the settlements were final in case of certain individual clauses where for instance a particular higher grade was claimed and granted.

I shall first deal with demand No. 24 which, as stated in the beginning, deals with the cases of workers working in Mill repairs and maintenance.

Now demand No. 24 (a) is that Tara Singh, Mechanical Foreman, should be placed in Grade I of the M.R.M.P. Cadre in view of the increased work load and increase in the size of the Plan. Under the agreement of 1st June, 1968, Tara Singh was allowed a personal pay of 3 increments. The Management has claimed as I have stated earlier that this was a final settlement. I have already stated that I do not accept this contention of the Management. Now, under the notes of discussion dated 5th May, 1968, it is admitted by the company that the benefits granted under the agreements of 6th January, 1968, and 14th January, 1968, were in the nature of incentive payments as claimed by the Union by its letter of 6th February, 1968. In the case of another Mechanical Foreman (Mines) named Mohamed Umar the settlement of 14th January, 1968, pointed that he should be given 2 increments as personal payment. Adjustment after Award was provided for, but not so in the case of Mechanical Foreman, Tara Singh.

Tara Singh is in Grade III and the demand is for his being placed in Grade I. The Union is right when it points out that as a result of the so-called settlements there would be discrimination in the classification of Mechanical Foremen, which was not their intention. Of the 3 increments granted to Tara Singh as personal pay under the agreement of 6th January, 1968, two increments have been adjusted. The result of all this has been that whilst it was intended under the settlement of 6th January, 1968, to grant him 3 increments in consideration of his seniority and ability, he has not stood to gain anything under the Award. The result is that Tara Singh will now have to work as Mechanical Foreman in a Mill of 1000 tonnes capacity, on pay which was fixed for the Mechanical Foreman of a 500 Tonnes capacity. In the facts and circumstances of the case, the fair thing to do would be grant Tara Singh the benefit of the three increments granted to him, as personal pay which should be available to him in addition to adjustment under the Award. He shall also continue to get the benefit of the 3 increments as his personal pay from the date he has reached the maximum of his awarded scale and I award accordingly.

Item No. 24 (b).—This claim for placing Shri Shivappa in the Asstt. Mechanic Foreman's post has been satisfied as the result of the agreement of 6th January, 1968. The only dispute is that whilst he has been given benefit of the promotion from 1st January, 1968, the Union claims that he should get the benefit of the promotion with effect from 17th November, 1966, which is the date of the Arbitration agreement. I think this claim is not justified and I confirm the promotion of R. Shivappa in the Asstt. Mechanic Foreman's post with effect from 1st January, 1968, which is also the date from which the revised pay scales awarded by me under my Award Part III on demand No. 4, comes into force.

Item No. 24 (c).—The demand is that management should fill the vacancies of the posts of Mechanic and Asstt. Mechanic by promoting persons either within or outside the Department.

The Agreement of 6th January, 1968, on this demand records that "action has already been taken to fill up the post. Because of response the post should be advertised"—Which is an example of the vague manner of recording settlements which have given rise to so many mis-understandings. At the hearing before me on 23rd January, 1969, it was stated on behalf of the management by Shri Bhatnagar that the Company has appointed an Assistant Mechanic with effect from 26th December, 1968, and it was stated that the man selected was working as an apprentice for $3\frac{1}{2}$ years. With regard to the Mechanic's post it was stated that the company had already advertised for the post of mechanic, but the Company could not get a proper qualified person. I was told at the hearing that the post has been again advertised. Shri Chowdhry for the Union has stated that the Company has a number of competent fitters with 10 to 15 years service and he has requested that the senior most of them should be considered for appointment to the vacant post of Mechanic. While the selection of the proper person for a vacant post has to be under rules and the discretion on the matter is of the Management, I cannot but express my disapproval of a vacancy being allowed to continue for such long period. It is these kinds of delays which give rise to grievances and accumulation of them lead to industrial disputes, and consequent strife. I would, therefore, on this demand direct that if the post of Mechanic has not already been filled, the same should be filled in within one month of the publication of this award—and that the claims of the seniormost—Grade I Fitter whether in Power House, Mill, Workshop or Compressor should be considered for promotion, if he is otherwise qualified. The same direction will apply if there are more than one post of Mechanic remaining to be filled in.

Demand No. 24 (d) and Demand No. 26.—Is that Shri Bhoga Rajan, Grade II Fitter should be promoted to the post of Fitter Grade I. The Union in support of the claim has stated that Bhoga Rajan had been working as a Grade II Fitter for the last nearly 20 years, since erection of the Mill. The Union has complained that a Welder Grade II Ambalal (worker under demand No. 26) was promoted as Grade I Fitter but Bhoga Rajan was not given a chance. According to Shri Bhatnagar, the vacant post of a Fitter Grade I has been filled in by the appointment of one Shri Ambalal, who was junior welder. Under agreement of 6th January, 1968, the post had to be advertised. The post of Grade I Fitter having been already filled in the claim of Bhoga Rajan for the post fails. This would also dispose of Demand No. 26 which is with regard to Shri Ambalal (Welder) Mill.

Claim 24 (3).—This demand is that Grade III Fitters should be promoted as Grade II Fitters in the vacant posts.

It appears that in two vacant posts of Grade II Fitters—one Fitter Grade III was promoted and for the second post an outsider one Radha Krishna was selected. Radha Krishna, however, joined the Zinc Smelter and another Grade III Fitter Poonja Nathu has been appointed. The position, therefore, according to the Management is that in the two vacant posts of Grade II fitters, two Grade III Fitters have been appointed. At the hearing, the Union's claim was that Poonja Nathu should be given retrospective effect from the same date as the earlier appointee, Bahere Bhagga. I am not satisfied that a case has been made out, for retrospective effect being given to the appointment of Poonja Nathu. The claim fails.

Demand No. 25.—I shall now deal with the specific cases under Demand No. 25—which cover cases of workers in the Mill Staff;—

25 (1) The demand is that staff Foreman should be placed in Grade I of the M.R.M.P. Cadre

25 (2) The demand is that the crushing supervisor should be placed in Grade VI of the M.R.M.P. Cadre as done in the case of Mining Mates.

It is admitted by the Management that the two increments by way of personal pay granted to the Shift Foreman and the Crushing Supervisor under the agreement of 6th January, 1968, did not finally dispose of the demand. Under the agreement of 15th May, 1968, the final adjustment was to be made by my Award on Demand No. 3, i.e., this Award.

The shift Foreman is continued in Grade III M.R.M.P. and the demand is that he should be placed in the higher grade I M.R.M.P. The Crushing Supervisor is in Grade VIII of the M.R.M.P. and the demand is that he should be placed in Grade VI of the M.R.M.P. Now, the then existing Grade III M.R.M.P. was Rs. 230—15—410—17.50—445 which has under my Award Part III been revised to Rs. 230—15—410—17.50—497.50.

Both parties at the hearing have addressed me on the duties of Shift Foreman and Crushing Supervisor.

With regard to the Shift Foreman, there were formerly two Ball Mills of 200 and 175 tonnes capacity and in December, 1957, another Ball Mill of 500 tonnes capacity was commissioned. The responsibility of the Shift Foreman is now to look after the 3rd Mill also. It is in recognition of this that the Shift Foreman was given 2 increments under the agreement of 6th January, 1968. It was admitted that there are now 4 shift Foremen, of whom two are B.Sc.s and the other two are Matriculates. According to the Management because these 3 units form a compact unit that the qualification of a B.Sc. or a Diploma Holder in Mechanical or Meteorological Engineering has been fixed for the Shift Foreman. It was stated at the hearing that the present system is a unit process from the Ball Mill to Flotation to Filtration and the Shift Foreman in the Mill is responsible for the entire Plan starting with the Ball Mill. However, under the agreement of 12th April, 1961, certain exemptions were granted to existing candidates in the matter of qualifications prescribed.

At the hearing before me there was considerable discussion as to the adjustment made for the Shift Foreman in the Awarded Grade III, M.R.M.P. which is Rs. 230—15—410—17.50—497.50. Cases were cited of Sarvashri P. C. Das, R. Mahomed and Fazul Husain who have all reached the maximum of their existing pre-award Grade III which was Rs. 230—15—410—17.50—445. Each of them got two personal increments under the agreement of 6th January, 1968, of Rs. 17.50 i.e., Rs. 35 which means they were then getting Rs. 445 + Rs. 35 = Rs. 480 with effect from 1st January, 1968. The maximum of my awarded grade III was Rs. 497.50 as stated above. By mutual arrangement under Award those who had reached the maximum of the grade were to get two increments in the revised grade. They would therefore, have got Rs. 480 from 1st January, 1968, made up of Rs. 445 maximum of old grade + Rs. 35 (2 additional increments of Rs. 17.50) = Rs. 480. Since the maximum of the Awarded grade is Rs. 497.50 those at the maximum would get Rs. 497.50 + Rs. 35 being the amount of the two personal pay increments—making their total pay Rs. 532.50 which is even higher than the maximum of the Grade II for M.R.M.P. The Union has, therefore, urged that the proper thing would be to give them Grade I of the M.R.M.P.

In any case they would be entitled to a Basic pay of Rs. 532.50 made up of Rs. 497.50 Basic pay + Rs. 35 the amount of personal pay made of 2 increments of Rs. 17.50 each. The Union has sought to draw analogy with the Mines Foreman. He has further argued that when under the long term agreement of 10th April, 1960, the Shift Foreman was placed in Grade III—in which he still continued—the capacity of the Mill was only 500 tonnes, whilst to-day it is 1000 tonnes. He has stated that within another two years the capacity of the Mill will become 2000 tonnes. He has argued that considering the increased workload and the increased responsibility of the Shift Foreman, he should be placed in Grade I, M.R.M.P. He has argued that under the agreement of 18th February, 1964, need for rationalisation was accepted by the Management. He has further argued that the Mills Department controls the production.

I have given anxious consideration to the submissions both oral and written made by the parties and I am of the opinion that the Union's demand for Grade I M.R.M.P. for the Shift Foreman under Demand No. 25 (e) is not justified. I am all the same of the opinion that there is a case made out for increased emoluments for the Shift Foremen, as I am satisfied that with the admitted increase in the capacity of the Mill, the Shift Foreman's work load and responsibility has increased, but that I would not be justified in placing them in Grade I. I think the fair thing would be to retain the shift foremen in the awarded Grade III, which is Rs. 230—15—410—17.50—497.50 with the proviso that the 2 increments amounting to Rs. 35 granted them as personal pay—should be separately paid to them, and not adjusted in the revised pay scale prescribed by me by my Award Part III for the Grade III. In other words, the Shift Foremen will get Rs. 35 monthly by way of Basic Pay—being the amount of the 2 increments granted to them as personal pay. This would compensate them for the higher work load and responsibility placed upon them. I further direct that they shall fix the benefit of this direction with effect from 1st January, 1968, from which date my earlier Award Part III under demand No. 4 was made effective. They shall of course get the benefit of the adjustment granted by my Award Part III on demand No. 4, but the amount of the two increments shall not be adjusted but shall be additional personal pay.

Demand No. 25(2): Crushing Supervisor.—It appears that originally there were 2 gyratory (rotating) crushers in place of which one crusher has been installed; it is admitted that as a result the crushing work has increased by an hour or so in the 3 shifts. With the installation of the one crusher, the management says it has been able to take full advantage of the JAW Crusher which was working under capacity under the two gyratory crushers. It is claimed that the crushing operations are now smoother than before. Mr. Chatterjee, the Superintendent of the Mill, admitted that because of the consequent increase in tonnage, the responsibility of supervision work has increased, but according to him it had increased only to a small extent. It is, however, admitted that the Mill is now a more mechanised unit, and it was in consideration of all this that the Supervisors in the Mill were granted 2 increments as personal pay under the agreement of 6th January, 1968.

The Crushing Supervisor, as already stated, are at present in Grade VIII M.R.M.P. and the demand is for them to be placed in Grade VI. The Awarded Grade VIII is of Rs. 140—10—220—12.50—332.50 and the awarded grade VI is Rs. 175—12.50—325—15—400. The same submissions were addressed by both parties on his personal pay equivalent to two increments granted to the Crushing Supervisor under the agreement of 6th January, 1968, as were granted to the Shift Foreman. It has been pointed out that some Crushing Supervisors have become entitled to the maximum of the awarded Grade VIII scale of pay + 2 increments in the awarded scale. The union has referred to the apprentice scheme for Supervisors—under which matriculates were taken for training for 3 years and on completion of the course were appointed as Supervisors—in Grade VIII M.R.M.P. Shri Choudhry has also sought to support the claim of the Crushing Supervisors for Grade VI by referring to the underground supervisors and the payment to them of underground allowance. He has pointed out that underground supervisors have been promoted to Grade VI and are now getting in addition 10 per cent underground allowance. Shri Choudhry has also argued that their increased work load and responsibility entitled them to the higher grade demanded. He has urged that many of the present crushing Supervisors are Matriculates and some are even Inter Science qualified, who have received 3 years' training. He has also stressed the hazards of silicosis in the Mill Dept. He has urged that matriculate clerks who joined service at the same time are better off.

In the case of the Crushing supervisors also, I am satisfied that his duties and responsibilities have increased considerably and whilst I am not satisfied that there is justification for the claim of the demanded Grade VI for them—in their cases also I feel that the fair solution would be to grant the payment of the two increments to them under the agreement of 6th January, 1968, as personal pay to them with effect from 1st January, 1968, in addition to the benefit of adjustment in the revised Grade VIII as directed by my award Part III, and I award accordingly. They shall continue to get the benefit of the two increments even after they reach the maximum of their grade.

Demand No. 25 (c).—Is that the Flotation attendants should be placed in Grade I D.R.M.P. category. They are at present in Grade III D.R.M.P. for which the awarded grade of basic pay is Rs. 3.70—0.20—6.30. For Grade I the awarded scale of pay is Rs. 5.70—0.25—9.95. The Union has claimed that the Flotation department is the heart of the Mill Department. It has urged that though this plant is highly technical there is no skilled workman employed therein. The utility of Flotation is two-fold, viz., (a) it throws out the unnecessary matter and (b) separates the two ores zinc and lead. When this demand was made by the Union there was only one Flotation attendant in each shift, who looked after 34 cells—with one helper under him. The Company however, stated that there were two Flotation attendants.

The minutes of discussions between the management and the representatives of the workmen dated 18th February, 1964, at Para 8 deal with Flotation Attendants, when the Union had laid a claim for Grade II for the Flotation Attendants. The Head of the Department at that stage stated that the consideration of this demand should be taken up after the expansion of the Mill, when there would be re-organisation of responsibilities. He, however, recommended that the Flotation attendants should get one special increment. Under the agreement of 6th January, 1968, 4 seniormost Flotation attendants were allowed a personal pay equivalent to two increments—those on the maximum of the grade to get this increment. Here also the Union has complained against this personal pay being adjusted in the revised awarded scale.

The submission of the management, as on the earlier two demands 25 (a) and 25 (b), was that there was no meaning in this demand after Award III on demand No. 4 had granted revised wage scales for the D.R.M.P. and that this would mean a re-opening of that demand.

I am of the opinion, that there is no force in this contention of the Management. It is true I had not in Award Part III changed the classification. But in doing so, I was not dealing with claims of individual employees for proper classification of certain categories, which were covered by demand No. 8 under the reference with which I am dealing now. My award Part III on demand No. 4 granting revised pay scale both for M.R.M.P. and D.R.M.P.—cannot be treated as debarring consideration and determination of specific claims which were covered by demand No. 8—which were then pending and it is those demands which I am considering now. The revised pay scales awarded by me cannot take away my jurisdiction to deal with individual claims and specific grievances with regard to proper classification of certain categories of employees in the revised scales for the D.R.M.P. and the M.R.M.P., awarded by me, or for other increases and benefits.

I am satisfied that in the case of Flotation attendants also the same direction should be given as for the shift foreman and the Crushing Supervisors and that is that the special increment as personal pay granted to the Flotation Attendants should be treated as their personal pay—which should not be adjusted in the revised scale of pay for Grade III D.R.M.P. awarded by me, but should be treated as special pay to be paid separately in addition to the benefit of adjustment given in the Award. In the case of the Flotation Attendant the Special pay should be as stated in agreements dated 18th February, 1964, and 6th January, 1968. They shall be entitled to the amounts of the special increments as personal pay even after they have reached the maximum of their awarded grade.

Demand No. 25 (4).—The demand is that Ball Mill attendants should be placed in Grade III of the D.R.M.P. category like other Attendants and senior among the attendants should be placed in Grade II of the D.R.M.P. category.

This demand has been conceded under Clause (4) of the Agreement of 6th January, 1968, which provides as follows—

"There is no designation as Ball Mill Attendant. Six Helpers in Grade IV have been upto now working on this job. It was agreed that they should be correctly designated as Ball Mill Attendant and placed in D.R.M.P., Grade III".

At the hearing, Shri Choudhry (whilst conceding that the demand had been satisfied with regard to the six helpers who were working as Ball Mill Attendants by their being placed on D.R.M.P. Grade III as demanded), claimed that the senior most attendant in each shift who has higher responsibilities should be placed in Grade II. He has argued that this part of the demand has not been conceded. He has argued that the seniormost is looking after the biggest ball mill and should be placed in Grade II.

Beyond making his oral submissions there was nothing to show that under the agreement of 6th January, 1968, the second part of the demand had survived, or that the senior-most Ball Mill Attendant in each shift was discharging more responsibility.

There however, is justification in the complaint that these Ball Mill Attendants were only adjusted into the Award Grade III D.R.M.P. and no increment was granted for their long past services. I would therefore, recommend that they should each get one increment in the revised Grade III with effect from 1st January, 1968.

Demand No. 25 (5).—This demand, that the helper who assists the Flotation Attendant should be in Grade III, was dropped during the discussions of 6th January, 1968. Shri Choudhry has sought to argue that as Grade I was claimed for the Flotation Attendants—those who assist the Flotation Attendants should be in the next immediate grade. Since I have not granted the Flotation attendants the Grade I and this demand was dropped under agreement of 6th January, 1968, it must be held not to survive.

Demand No. 25 (6).—It is admitted that junior Pump Drivers have been placed in Grade III, under the agreement of 6th January, 1968, as demanded by the Union. If they have not been granted the benefit of adjustment in Grade III—as prescribed under my Award Part III with effect from 1st January, 1968—they should get the same.

Demand No. 25 (7).—The demand was that Helper to the Fitter Plant and the Filter operation should be placed in Grade III as Filter Plant Attendants. Under the agreement of 6th January, 1968, the Union agreed that the Helpers working in Filtration Plant may continue in Grade IV. Mr. Choudhry, however, very ingeniously sought to argue that this agreement was to remain in force only till I gave this Award on Demand No. 8 herein. I cannot accept this interpretation of the settlement recorded under Clause (7) of the agreement of 6th January, 1968. The agreement to continue the Helpers in Filter Plant in Grade IV is in effect a withdrawal of the demand for their being placed in Grade III. They will, of course, get the benefit of the revised Grade IV and the method of adjustment prescribed in the Award with effect from 1st January, 1968.

Demand No. 25 (8).—This demand is that senior Fitters in the Crushing Shift should be placed in Grade II and the Crusher Attendants should be placed in Grade III.

Under the agreement of 6th January, 1968, it was agreed that the Crusher Attendant should be placed like other Attendants in D.R.M.P. Grade III. Thus, as conceded by Shri Bhatnagar, only the second part of the demand has been settled and not the first part of the demand which claims that the junior fitters in the crushing shift should be placed in Grade II, which, therefore, survived for determination.

Shri Choudhry for the Union has argued that his original demand was that all helpers in the crushing department should be placed in Grade III. But that since that demand was made the workload in the entire Mill Department including the Crushing Department had more than doubled. He, therefore, now demands that all Crusher Attendants should be placed in Grade II and not Grade III as claimed by him originally and as conceded by the Company, under Cl (8) of the agreement of 6th January, 1968. He has gone further and has claimed that they

should in addition be given rise in salary by way of special increment as given to Foremen, Crushing Supervisor, Floatation Attendants and others.

The Union cannot, in my opinion, at the hearing be allowed to make a higher claim than what it had made in the reference and which was conceded by the agreement of 6th January, 1968. The claim for Grade II for the crusher Attendants for whom originally Grade III was made and which has been conceded by the settlement of 6th January, 1968, to which the Union is a party, cannot now be allowed to be enhanced.

With regard to the demand that Junior Fitters in the crushing department should be placed in Grade II, this demand as conceded by Shri Bhatnagar for the Company, survives and has not been settled by Cl. (8) of the agreement of 6th January, 1968. At the hearing Shri Choudhry claimed Grade I for them, as according to him, it was by a typing mistake that Grade II was claimed for the Junior Fitters. He has argued that formerly there were Grade II Fitters on the crushing machine—the present Fitters in the enlarged crushing section with greater work-load and higher responsibilities should be placed in Grade I. Here again, I cannot allow the claim to be enhanced. The claim referred to in the demand is for Grade II for Junior Fitters and this cannot now be allowed to be enhanced. I am not satisfied with the plea of a typing error. If it has been so, the Union had sufficient time to amend the claim earlier. It must be borne in mind that the Junior Fitters were getting the benefit of greater payments which have been stopped.

I am, however, satisfied on the submissions made that the Junior Fitters in the Crushing Shift who are Fitters in Grade III, should be given the benefit of the Awarded Grade II. I am satisfied that the responsibilities of the Junior Fitters in the Crushing Section have increased as also their work-load. They are required to do oiling, greasing, to open up the crushing machines when the plate breaks and to make adjustments, and when the Crusher gets jammed it has to be opened. All this work the Junior Fitters are required to do or help in doing. I am satisfied that the Crushing machine which has to be adjusted to the size of the crushing, now requires greater attention. I have heard the submissions of Mr. Chatterjee who has stated that for the whole Mill Department the management had now appointed an additional Grade II Fitter to do general maintenance and lubrication and that there are already two Grade II fitters for this work and a third is to be appointed. He has submitted that minor repairs, lubrication and jaw crushing plate changing etc., is done by the present Fitters Grade III.

On an anxious consideration of the submissions made by both parties, I am satisfied that the Union has made out a case and award Junior Fitters the Awarded Grade II for the D.R.M.P. with benefit of adjustment as prescribed in Part III of my Award on demand No. 4. The benefit to be granted with retrospective effect from 1st January, 1968.

This disposes off Demand No. 25.

Demand No. 26.—As noticed earlier Shri Ambalal Welder has been made Fitter Grade I. This demand is, therefore, satisfied as admitted by the parties at the hearing.

Demand No. 27: Case of Shri Krishan—Electrician (Mill).—Under Item B (6) of the Agreement of 6th January, 1968, the consideration of the claim of Shri C. Krishnan to be appointed to Grade IX of the M.R.M.P. cadre as Electrician Mistry was deferred, to be considered later on.

At the hearing Shri Choudhry giving the particulars of the service and work done by C. Krishnan has given the following particulars:

- (i) that his present designation is wireman Grade I D.R.M.P. but he is an Electrician in the Mill.
- (ii) that in the Lime Smelter wiremen with 3 or 4 years' experience have been placed in Grade VIII M.R.M.P. and that electricians with higher experience have been awarded as many as 4 or 5 increments at time of fitment.
- (iii) that Shri C. Krishnan holds Mysore State Wireman's competency certificate Licence 1956; that he was first in service here from 1948 to 1957, then left; returned to service in 1958 as Grade II wireman and was promoted as Grade I wireman on 16th June 1961 and was transferred to the Mill Department on 11th July 1961.

- (iv) that the Union has claimed Electrician Ministry's post for him. Though the claim as framed originally is for his being placed in Grade IX, M.R.M.P., the Union in view of the higher responsibilities of the work-load on him, claims Grade VIII for him, which is the grade in the Zinc Smelter.
- (v) that Shri C. Krishnan is the only electrician in the entire Ball Mill in which all small and big plants are fitted with motors of various H.P.s. Recently, the Company has appointed a IIIrd Grade Electrician to assist Shri Krishnan. It was claimed that Krishnan has to overhaul and look after maintenance of all motors, and his proper designation is Electrician and not wireman. The Union has requested that workmen whose workload has increased were granted increments under agreements of 6th January, 1968 and 14th January, 1968, but Krishnan with increasing number of Motors to look after in the Mill Department had not been granted any special increments. Because of the expansion of the Mill Department, to which as many as 37 motors were added in the latter part of 1967, the work-load and responsibilities of Krishnan have increased considerably, justifying his being placed in a higher grade. The Union, therefore, at the hearing claimed that Krishnan should be placed in Grade VIII of the M.R.M.P. and not in Grade IX as originally claimed.

In reply, Shri Bhatnagar for the Company, has stated that the Zinc Mines and the Zinc Smelter are separate units; that in the Zaward Mines there are 4 Grade I wiremen and one electrician; that Krishnan after being promoted as Wireman Grade I was not drawing a pay of Rs. 8.08 paise in the Grade I, the maximum of which is Rs. 9.95 and that he had still 6 to 7 years to complete before he reaches the maximum of his grade of Rs. 9.95. He is a non-matriculate and non-I.T.I. Shri Bhatnagar at the hearing gave the particulars of the services of the other four Grade I wiremen in the Mines as also of the Grade III wiremen. Some of them are senior to Krishnan as wiremen, at least one was appointed earlier to him in Grade I and at least one of whom is better qualified educationally than Krishnan. Shri Bhatnagar has pointed out that there is one post of electrician against which Mr. M. C. Seal is working (Sec demand No. 26) and there are 5 wiremen in Grade I. At present there is no post of electrician and as and when development work which is coming up justifies creation of another post of Electrician—then the existing wiremen will be given first preference and only if no one is found fit—an outsider will be appointed. Shri Bhatnagar pointed out that Shri Krishnan was given one special increment from 1st January, 1968 but not under any agreement.

But the Company has not denied that Krishnan is doing all the jobs which the Union at the hearing stated he was doing. Those jobs indicate duties higher than those of a wireman Grade I. There is no doubt with development of the Mill his work-load and responsibilities have increased. It appears to me that he is doing the work of an electrician in the Mill Department. There appeared to be no other Electrician, there being only one electrician in the entire Zaward Mines. I do not think that the Union can be allowed to enhance the claim for Grade VIII M.R.M.P. I think that this is a case where ends of justice would be met if he is granted 2 other Special increments in his Grade I over and above the one increment the Company states it has granted to him with effect from 1st January 1968. The two additional increments shall also be paid to him with effect from 1st January, 1968, and he will be entitled to the same as personal pay even after he reaches the maximum of his grade. These two additional increments awarded by me are not to be adjusted but to be treated as special pay.

Demand No. 28: M. C. Seal—Electrician:

In its statement D.D. the Union has submitted that he was originally appointed to look after the telephone installations which were then of a small size, but with expansion the size of the telephone installations has also increased and Shri Seal, the Electrician, has to handle repairs and do maintenance work of L.P. Electric Motors upto 200 H.P. "with the starting equipments, diesel generating control panel including all relays, and various instruments, domestic appliances, air conditioners and refrigerators. He is also supervising the work of live repairs of domestic electric wing including L.T. overhead lines". The Union has stated that in spite of his repeated approaches to the management it had not considered favourably his claim to be placed in a higher grade. He has reached the maximum of his grade—equivalent to the grade of General Mistry, Asstt. Mechanic

about 3 years ago from the date of Statement D.D. which is annexed to the Union's Written Statement of 18th June 1967. The Union states that in no respect are the duties of Shri Seal less than those of a Mechanic and it claims for him the Grade VI in the M.R.M.P. cadre with an appropriate designation.

At the hearing, the Union urged that since his employment in February 1951, Shri Seal has been on the same Grade. The Union has claimed that he is doing the work of an Instrument Mechanic. His present Grade VIII is equivalent to that of an Assistant Mechanic and it claims that he should be granted Grade VI in the M.R.M.Ps grade. It was stated that this year he would reach the maximum of his grade. The Union has pointed out that the post of Electric charge-man is lying vacant and that to-day there are 150 telephone installations in Zawar Mines as against the former only about 50.

The Company has not filed any written statement in reply to the statements of claim at Annexure D.D. of the Union. This has placed the workmen at a disadvantage as it has left it open to the Management to put any defence at the hearing as suits it best. I think this has not been fair to the workmen. In the instant case Shri Bhatnagar stated that Shri Seal was not qualified—he did not hold any diploma nor was he a matriculate. He has submitted that the Management does not need any more workmen in the post of electricians.

The Union has urged that the post of Electric Chageman is lying vacant and that the Company has appointed an Apprentice to Grade III as Electrician Chageman.

I am satisfied that the Union has made out a case for substantial increase being granted to Shri Seal whose work-load has increased considerably as the number of telephone connections at the Zawar Mines have trebled since he was appointed as electrician in 1951. This year, he will, if he has not done so, reach the maximum of his grade and whilst I do not place him in the Grade VI M.R.M.P. claimed by him, I do not see why, in view of his increased duties and responsibilities because of the unusual increase in the number of telephone lines, he should not be placed in Grade VII and be given some incentive payments which other employees got under earlier agreements. I would, therefore, award him 2 special increments as Special Pay to be drawn by him in Grade VII after he has received the benefit of adjustment in that grade under my Award Part III on demand No. 4. Shri Seal to get the benefit of adjustment into Grade VII and the two special increments from 1st January 1968.

Demand No. 29 and 30: These two demands have been settled.

Demand No. 31: The case of Surface Supervisors: They are at present Grade XI of the M.R.M.P. cadre. The Union has sought comparison with the junior clerks, who at the time of the long term agreement of 8th April, 1960, were placed in the same Grade XI. But by another agreement junior clerks have become entitled to be promoted to the category of Assistant Clerks on passing a test on completion of 3 years' service, as Junior clerks. Moreover Junior clerks are entitled to higher grades in vacancies if they have acquired the necessary ability and skill. The Union has pointed out that the surface supervisors have no further openings. The Union has claimed that in view of these jobs being of a technical nature and requiring supervision ability they should be properly placed in Grade VIII of the M.R.M.P. cadre. There are 3 surface supervisors viz., Shri Nam Singh, Shri Deekishan and Shri Shri Sharma but the last one who was in the Civil Department has been declared medically unfit.

At the hearing Shri Choudhry pointed out that the work and responsibility of surface supervisors has increased so much that under the agreement of 14th January 1968, they were granted a personal pay equivalent to 2 increments of Rs. 10 each i.e. Rs. 20 to be adjusted after this Award on the main demand No. 8 under reference, but if this Award granted them something less then the personal pay was to continue. The Grade XI M.R.M.P. awarded by me is Rs. 110—260 and for Grade VIII claimed by the Union for these surface supervisors, the Awarded grade is Rs. 140—332.50. For Grade IX the Awarded grade is Rs. 125 to Rs. 295.

The Company has not cared to file any written statement in reply but at the hearing Shri Bhatnagar pointed out that there were in all 3 surface supervisors—two in the Mines Department and one in the Civil side Department, but the latter had been declared medically unfit, and for him the Union stated it had not made this claim. Shri Bhatnagar pointed out that both surface supervisors had not

even passed the 8th standard and therefore they could not claim comparison with Junior clerks. He has explained that the duties of surface supervisors is only to supervise the transport of ore from Mines to Mill, and that the surface supervisors had been fixed in the proper Awarded Grade. In its written statement dated 3rd February, 1969, forwarded to me at Bombay after the hearing, the only observation made on demands Nos. 31 and 36 was that as the conversion of D.R.M.P. into M.R.M.P. was rejected by my Award Part III both these demands may be rejected. I am not satisfied that it would be proper to equate these surface supervisors with Junior clerks, simply because at one stage both these categories were in the same grade. It is, all the same the admitted position that the work of the surface supervisors has increased with development and larger production. It is in view of this that they were granted 2 special increments of Rs. 10 each instead of one increment granted to Mining Mates. I am not satisfied that they can claim a higher grade—much less the awarded VIII grade which has the maximum of Rs. 332.50. I would, therefore, direct that the personal pay of Rs. 20—being the amount of two increments—granted to these surface supervisors—under the agreement of 14th January, 1968, should not be adjusted in the awarded grade but should be treated as their personal pay with effect from 1st January, 1968. They shall of course get the benefit of the adjustment into their revised Grade and the two increments will be additional personal pay for them.

Item No. 7: Case of Shri J. C. Biswas, Purchase-Section-in-Charge.

At the hearing on 21st January 1969, it was stated that the Claim of Shri J. C. Biswas had been settled by his having been selected and appointed office Superintendent Purchase in M.R.M.P. Grade I with effect from 1st September 1967. At the hearing it was agreed that this settlement should be recorded in the Award.

Item No. 8: The Case of Gate Checkers.

At the hearing on 21st January, 1969, it was stated that all the gate chackers have been placed in D.R.M.P. Grade II with effect from 1st January, 1968. It was stated that the test was taken on 24th October, 1967. The Union had claimed for the Gate checkers, the lowest clerical grade i.e. M.R.M.P. Grade XI and at the hearing the only claim it put forward without prejudice was that the retrospective effect to the Grade II should be given from 2nd May, 1967. But I was informed that the test or interview was held only on 24th October, 1967. In the circumstances, the retrospective effect from 1st January, 1968, appears to be reasonable. This claim, is therefore, disposed of as settled.

Demand No. 32: The case of Karan Singh Supervisor—Watch and Ward:

Parties stated at the hearing that this claim has been satisfied.

Demand No. 33: The case of Shri Phoola—E. 130:

According to Union's written statement D.D. 2 Shri Phoola is seniormost Carpenter—Helper who has reached the ceiling of his grade by now several years ago; that in the Civil Department, there is no other Carpenter under Shri Bhawarlal who is a Grade I Carpenter. According to the Union the volume of work in the Carpentry Department is so much that it cannot be managed by one Carpenter. The Union has claimed that in fact Shri Phoola has been acting as a Carpenter but has been denied carpenter's due grade. The Union claims that he should be promoted to Carpenter's grade.

This case was taken up for hearing at Udaipur on 23rd January 1969. As the Management has failed to file any written statement and as there is no denial of the statements made by the Union in D.D. 2 it must be held that Shri Phoola is entitled to some increase and I grant him 2 increments as personal pay with effect from 1st January 1968. The 2 increments will take him above the maximum of his awarded grade of pay, he shall none the same be entitled to them with effect from 1st January 1968, and continue to draw the same, till he is put in a higher grade.

Demand No. 34: The case of Sarvashri Dhul Singh, Amarsingh, Tawara Bhans and other Patils.

In its written statement D.D. the Union has stated that according to agreements and existing practices these Patils should have been in Grade III D.R.M.P. at least; that they have no further scope for promotion, though they are old employees. The Union, therefore, claims that they should be promoted to Grade III.

At the hearing it was stated that Shri Amar Singh—one of the Patils—had been superannuated.

These Patils are Mukadams who supervise civil works—i.e., Road Repairs etc. They are all in Grade IV and the claim is that they should be placed in Grade III. It was stated at the hearing by Shri Choudhry for the Union that Bhana Patil is a Sanitary Patil who supervises the work of above 50 sweepers who work in an area over 2 miles and that he should be placed in Grade III. All scavengers are in Grade IV.

At the hearing Shri Bhatnagar stated that Sanitary Inspectors supervise the work of sweepers and sub-overseers supervise the work in Civil Works and, therefore, there is no justification for this demand. But at the hearing it was not the case of the Management that the Patils themselves do sweeping and manual un-skilled work. As their very name indicated that they do some kind of supervisory duties. But I am not satisfied that they should on that account get the Grade III. The claim is rejected, but I feel they should be given a small allowance of Rs. 5 per month for the slightly higher duties than the sweepers and labourers and I would recommend only that they be given this allowance with effect from 1st January 1969.

Demand No. 35: Case of Stores Mazdoor:

The Union in its W.W. D.D. has stated that in the general stores most of the workers are in Grade V of the D.R.M.P. category and because of their experience they are competent to work as issuers and should have been placed at best in the Helper's grade. The Union has urged the cases in all of 4 workmen (a) to (d) as follows:

- (a) Shri Ghokka Nawala G. 108 should be placed in Grade III as Store Attendant.
- (b) Shri Dhula Mota—G. 327 should be placed in Grade III as Stores Attendant.
- (c) Shri Sher Singh G. 318 should be placed in Grade III as Stores Attendant and
- (d) Shri Virsing G. 315 who is working as Office-boy for the last 3 years, should be taken in the grade of office boys.

At the hearing the Union stated that they were working as Issuers. Shri Bhatnagar for the Management however, stated that the management had created four posts of Issuers, that advertisements have been issued and these posts will be filled in shortly and their claims considered. It was also admitted at the hearing that these posts were advertised in March 1968 but not filled in till the date of hearing at Udaipur on 24th January 1969. Shri Bhatnagar gave an undertaking at the hearing on 24th January 1969 that the posts would be filled in within one month. I do hope that has happened and award those of the 4 workmen who have been appointed as Issue Clerks, shall get the benefit of the scale of pay of Issuers with effect from 1st January 1968, and I award accordingly.

Demand No. 36: The Case of Compounders:

The Union in its written statement D.D. has submitted that the present compounders are matriculates or higher secondary passed with the required 3 years' training; that persons with similar educational qualifications are appointed as clerks whose substantive post as clerks is in Grade VIII of M.R.M.P. and they have other avenues of promotion, which compounders do not have. But compounders with additional technical qualifications are in the lower grade and do not have any further scope. The Union has claimed that the compounder's grade should be higher than that of the Assistant Clerk. Compounders are at present in Grade X M.R.M.P. like other junior clerks. They are admittedly matriculates and qualified compounders having undergone 3 years' training. The Union has stated that equation of the compounders with junior clerks is wrong and has claimed Grade VIII M.R.M.P. for them which is the grade for Assistants.

It may be stated that the Awarded Grade X M.R.M.P. in which the compounders are at present classified is Rs. 110 to Rs. 260 and the Awarded Grade VIII M.R.M.P. which the Union claims, is Rs. 140—332.50.

At the hearing Shri Bhatnagar gave the following particulars of the service and pay of the existing compounders.

<i>Date of Appointment</i>	<i>Name</i>	<i>Qualifications</i>
14. 5. 1963	Ganeshlal Kumarat	Matriculate
6. 3. 1963	Ghandrasingh Pakasna	"
1. 12. 1962	K. B. Nir	"

He further stated that none of them had passed the 3 years course, but have passed the local training course and are not P.N.R.C. Shri Bhatnagar stated that in Government service a compounder with P.M.R.C. qualifications after 4 years is given the basic scale of—

Rs. 90—104

Rs. 105 to 135

Rs. 140 to 330

Evidently the Union has been wrongly informed about the qualification of the compounders. None of them has completed the 3 years training course, but they have all done only the local training course. All the 3 compounders have put in in all not more than about 6 to 7 years' service and have still a long way to go in the Junior Scale—Grade X M.R.M.P. which under my Award is Rs. 110 to Rs. 260. I am, therefore, not satisfied that a case has been made out to place them in Grade VIII—as claimed by the Union.

Demand No. 37: Claim for Shri Venkatesh E. M. 34—Power House:

The parties at the hearing stated that this claim had been settled.

Demand No. 38: Case of Shri Nanda Singh E.M. 179— Power House:

According to the Union Nanda Singh is looking after the Power House Stores, where he keeps stock of all tools. He issues tools to workers and takes them back from them. He has also to look after the stock of fuel etc. In other departments such as workshop, mill, etc. there are posts of tool room attendants. In higher grades. The Union, therefore, has claimed that Shri Nanda Singh should be promoted to Grade III as tool room attendant.

At the hearing, the Union giving further particulars stated that Nanda Singh had put in 10 years' service and though he was doing the same duties as the Tool Room-cum-Stores Attendants in the Mill Department and Workshop—who are in Grade II—he has been classified as a Helper in Grade II. It was pointed out that the tool room attendant in Mill Department though he cannot even write is in Grade II, whilst Nanda Singh has studied upto the 10th standard and keeps record of tools issued.

Shri Bhatnagar at the hearing stated that Nanda Singh had been appointed only on 4th June 1967 and his present basic pay is Rs. 4.58 in Grade IV of Rs. 2.85 to Rs. 5.70. He has pointed out that the Power House has been closed down and after June 1967 Nanda Singh is working as a Helper and is no longer tools-issuer. Shri Chowdhry, however, pointed out that though the Power House, as noticed in earlier demands, was now being used as a stand-by, the Stores there are still in charge of Nanda Singh. But the decisive point against Nanda Singh is the fact that he had applied for the post under demand No. 37, but had not been selected. I am, therefore, not satisfied that this claim is justified.

Demand No. 39: Case of Helper working as Pump Drivers:

The Union's case, in its written statement, is that Servashri Amar Nath, E. M. 175, Hira Khotu—E.M. 97, Kantilal E.M. 99, are working for the last 6 or 7 years independently as pump drivers, though designated as Helpers; that they are running water supply pumps at far off places without anybody's supervision. They are also in regular shift duties. In view of their duties they should be promoted to Grade III as junior Pump drivers. At the hearing Shri Choudhry could not give the name of the helpers who were working as Pump Drivers, when called upon to do so by Shri Bhatnagar. It was, however, admitted that Junior Pump Drivers were in Grade IV under the long term agreement of 8th April 1960, but in the Mill the Management has accepted that Pump Drivers are in Grade III. Though it is difficult to equate these Helpers as Pump Drivers I am inclined to think that they are also being called upon to work as Pump Drivers on occasions. These are cases where payment of an additional allowance of Rs. 5 per month to each of these workment would be adequate. I therefore recommend the grant of an allowance of Rs. 5 per month for each of these 3 pump Drivers to be paid to them with effect from 1st January 1960.

Demand No. 40: Case of Bhimsing Ticket No. M.L. 43:

It was stated at the hearing that this workman Shri Bhimsing was given the Grade III in the Mill which was the demand. Under the agreement of 8th January 1968 he was promoted as Junior Pump Driver. Since he has accepted Grade III his claim must be deemed to be satisfied and there appears to be no justification in the Union's claim urged at the hearing that he should have been given special increment or personal pay at time of fitment, in addition to the adjustment which he got under the Award.

Demand No. 41: Case of Cooks and Helpers attached to Guest House:

At the hearing it was stated that this claim had been settled.

Demand No. 42: The Case of Laboratory Boys:

The claim is that the Laboratory boys, who have been working for a number of years are capable of handling routine laboratory jobs such as preparation of solution, etc., and are capable of assisting the Chemists and Laboratory Assistants. It is claimed that they can prepare samples independently. The Union has claimed that laboratory boys who can do the work stated above, should be promoted to Grade III T.R.M.P. from the Grade IV D.R.M.P. in which they are classified at present.

At the hearing it was stated that there were in all 7 laboratory Boys. Under the Agreement of 26th December 1963, the Union had then claimed that the 2 posts of the laboratory Boys should be promoted to category III and accordingly 2 of the Laboratory Boys were promoted to Category III on 1st May 1964. It was stated that none of the remaining five Laboratory Boys were on this maximum of Grade IV. It was stated on behalf of the management that there were 3 chemists and one laboratory assistant. Shri Choudhry on the other hand stated that the agreement of 26th December 1963 was with the M.C.I. and that to-day there are 2 Laboratory Boys who are at the Rs. 5.20 and Rs. 5.30 states in their scale of basic pay, and they have put in 12 years' service. The Union has urged that at least they should be promoted to Grade III.

The Company has not filed any written statement and the duties which the Union stated these laboratory boys were performing had not been denied by the Management. If in 1964 two of the senior Laboratory Boys could be promoted to Grade III—there seems to be little justification not to promote to more of the present senior-most boys to Grade III, which appears to be the proper category for these laboratory boys. I would, therefore, award that 2 of the Senior most Laboratory Boys should be promoted to Grade III with effect from 1st January 1968, and I direct accordingly.

Demand No. 43: Survey Assistants:

The Union's claim is that Survey Assistants who are at present in M.R.M.P. VIII grade should be placed in M.R.M.P. Grade VI. The Union in its written statement in support of this claim, has stated that under the long term agreement of 8th August 1960, Survey Assistants were in the same grade as underground supervisors whose designation was subsequently changed to that of Mining Mates and who were placed in a much higher grade. The Union has submitted that for qualifying as Survey Assistants, persons with the same qualifications as clerks have to undergo training for 3 years; after which they are placed in Grade VIII. The Union has urged that the job of Survey Assistant is no less responsible than that of the Mining Mate, as all prospecting and consequent progress of the mine depending upon proper and efficient survey work. It was urged that Survey Assistants do not carry less risk and hazard than Mining Mates do.

At the hearing it was argued that as clerks are also in Grade VIII, Survey Assistants who have to undergo additional training for 3 years for their responsible technical work are entitled to be placed in the higher grade VI. The Union has pointed out that there are Survey Assistants who have put in 15 years' service and the up-grading of underground supervisors, as Mining Mates has created various discrimination. The Union has urged that with the programme of expansion in the Mines, the work-load and responsibility of the Survey Assistants has increased. The Union has pointed out that under agreement of 18th February 1964, the M.C.I. (Mineral Corporation of India) had itself admitted that classification of jobs and their scales of pay had not been well-related and were not rationalised. It was further urged that when under agreement of 14th January 1968, Mining Mates were up-graded, they were given one special increment. It was further urged that whilst under the agreement of 14th January 1968, surface supervisors in Grade X M.R.M.P. who look after supply from Mines to Mill—were granted 2 special increments, the Survey Assistants were not granted anything. It was further pointed that there were now 3 mines which were being worked in 6 levels. The Union has submitted that the work-load on the existing Survey Assistants has increased considerably due to the expansion of the mines. It was further urged that one Survey Assistant is new in office work and the burden of the service of the two survey Assistants Shri Bhimlal—Vice-President of the Union—has increased considerably.

Shri Bhatnagar for the Management stated at the hearing that at Zawar Mines all matriculates are in Grade X M.R.M.P. and after 3 years on passing a test, they

are promoted to Grade VIII. He has urged that the entire wages structure would be disturbed if one category's position is changed. He has argued that as it is the Asstt. Surveyors have the chance to reach the Grade IV.

To this Shri Choudhry's reply was that the clerks in Grade X have many more avenues of promotion, than Survey Assistants. He further urged that Asst. Surveyors in the Coal Mines have been awarded the Grade of Rs. 245—10—305—15—440. He further argued that by placing surveyors in Grade IV, the Management has virtually stopped Surveyor Assistants from claiming more.

I am of the opinion that a case has been made out for the two Survey Assistants getting more. Though I do not accept Shri Bhatnagar's contention that if an employee on the basis of his work and duties is placed in a higher category to which he is entitled, the entire wages structure would be disturbed. These individual cases though referred to as cases of promotion are really claims for workmen being put in their proper category on the basis of their work and responsibility, and I think to oppose them on the ground that if justice in this regard is done to the workmen the entire wage-structure would be disturbed, is not a fair attitude to adopt. I am not satisfied that the placement of a few workmen in appropriate category to which they belong, will disturb the entire wage structure.

On the submission of the parties as stated above, I am satisfied that on merits both the Survey Assistants are entitled to get more. I, however, do not think that I would be justified in placing them in Grade VI M.R.M.P. I think that considering that Survey Supervisors in Grade X M.R.M.P. were granted 2 special increments under the Agreement of 14th January, 1968, the least that the Company can do is to grant 2 increments as special pay to the two Survey Assistants also with effect from 1st January, 1968 and I award accordingly. I may say that as in all cases where I have awarded the payment of 2 special increments they will be treated as personal pay of these workmen in addition to their Basic Pay—even if the workmen has reached the maximum of his scale. I may also state that these special increments will count in all other respects and for all other benefits as Basic Pay. This is a general direction and will apply not only to these 2 Survey Assistants, but also in all cases where I have awarded special increments as personal pay. The Special increments will not be subject to adjustment in the awarded grade.

Demand No. 44—Underground Foreman: This claim has been settled.

Demand No. 45 Re: Shri D. M. Chakravarti: It was stated at the hearing that the claim does not survive as he has been superannuated.

Demand No. 46: Mining Mates—Trained Locally:

The Union in its written statement has stated that higher secondary trained boys, after completion of three years' training, are given appointed as Mining Mates in Grade VI of the M.R.M.P., with starting pay of only Rs. 175 per month whilst Diploma Holders after one year's training are started in the same grade Grade VI on Rs. 237.50 per month, i.e. they are given 5 advanced increments. The Union has stated that as both the categories of supervisors are required to obtain competency certificate and they perform the same duties there is no justification of this differentiation in the starting pay. The Union has, therefore, urged that the locally trained Mining Mates should also be given the same starting pay of Rs. 237.50 per month.

At the hearing Shri Choudhry for the Union has stated that after intensive training for 3 years the Mining Mates were formerly started in Grade VIII—but are now started in the higher Grade VI for the M.R.M.P. which is Rs. 175—400. Thereafter the management started selecting Mining Diploma Holders—who, after one year's training, were appointed as Mining Mates on an initial start of Rs. 237.50 in Grade VI i.e., with 5 advanced increments and this practice continues at present. The Union has stated that even Diploma Holders have to pass the Competency Test, same as the locally trained boys—for becoming Mining Mates. When the Mines were started in 1948—there was no diploma course. Shri Choudhry has urged that an Associate Member of Institute of Engineering (A.M.I.E.) is equivalent to a B.Sc.

I have given careful consideration to the submissions of the parties. In my opinion the Diploma Holders must be held to be better qualified than a workman who has received 3 years' training. The training by the Company is only practical training whilst the Diploma Course provides theoretical training. The academic qualification for a Diploma in mining is 3 years after Matriculation.

The decision to give 5 increments at the start to the Diploma Holders was given as early as the Administrator's order dated May 1962. Thus, the existing distinction between Diploma Holders and the practical trained workman has been in existence now for the last 7 years and more. Secondly, a matriculate or a Diploma Holder who possess the Mining Mate's examination must be deemed to be better qualified. At present there is only one Mining Mate with a Diploma. Though a Diploma is not necessary to obtain a Mining Mates Certificate surely a Diploma Holder who obtains a Mining certificate must be deemed to be better qualified. It is also to be borne in mind that the locally trained non-Diploma Mining Mates have not lost their seniority to Diploma Holders who have passed the Mining Mates examination. In the circumstances, I do not think this demand is justified, which in effect is to start all Mining Mates on Rs. 237.50 per month instead of on Rs. 175, which is the start of their scale.

Demand No. 47: Case of Shri Mohamed Usman:

In this case the same submissions were made by the parties as on demand Nos. 25. Shri Mohamed Usman is a Mechanical Foreman and has been given two special increments in his grade III M.R.M.P. He has got the benefit of the extended awarded Grade III, but the two special increments have been adjusted against the awarded extended Grade III. The Union has claimed for him Grade I M.R.M.P. I think in this case also the proper order should be that instead of the special increments being adjusted in the revised awarded Grade III, the same should be treated as special pay in addition to his adjusted basic pay under the revised awarded Grade III. This should be done retrospectively with effect from 1st January, 1968, and I award accordingly.

Demand No. 48: The case of Diamond Drillers or Diamond Drill operators. This demand is in two parts. The first part of the demand is that the grade of the Diamond Driller whose job according to the Union is very skilled and responsible, should be the same as for the Mining Mates. The second part of the demand is a claim made on behalf of one Trilok Singh, a Diamond Drill Operator for Grade VIII, M.R.M.P.

The facts are that there are 4 diamond drillers. Their designation, however, is diamond-driller operator and not Diamond Driller. It is submitted that diamond driller operator is equivalent category of diamond driller elsewhere. It is admitted that the 3 diamond drilling operators are in Grade VIII M.R.M.P. the awarded scale of pay of which is Rs. 140-332.50. The Union's complaint is that this grade of pay for the diamond driller operators is lower than what is prevailing at other places and this was conceded at the hearing on behalf of the Company. The demand is that Diamond Drilling operatives should be placed in Grade VI—the awarded scale of pay of which is Rs. 170-400. It is admitted that originally the Diamond Drillers were in the same scale of pay as Mining Mates till their grade was revised.

I am satisfied that the work of Diamond Driller Operative is skilled and responsible and as they were formerly on the same grade as Mining Mates, there is no reason why they should not get the awarded grade VI in which the Mining Mates are put at present. I, therefore, award Diamond Drill Operators Grade VI of Rs. 175-400. It is conceded that elsewhere Diamond Driller Operators are getting higher pay than their present pay in the Zawar Mines. This benefit will not be given to the 4th Diamond Drill Operator—who is a Junior Drill Operator.

With regard to Trilok Singh's claim I also award him Grade VI M.R.M.P. the benefit of which he should get from 1st October, 1968, i.e. the date from which he was promoted to Grade VIII.

They shall get the benefit of adjustment awarded by my Award Part III when being adjusted in Grade VI, if they have not already got the benefit of adjustment under the Award in their existing grade. They shall get the benefit of the Awarded Grade VI with effect from 1st January, 1968.

Demand No. 49: The demand is for creation of post of Rigman in Diamond Drilling operation.

According to the Union there is ordinarily some skilled workman under the Diamond Drill operator, but there is none in this mine and, therefore, helpers are required to shoulder the responsibility of this skilled work without being paid anything extra for it. The Union has, therefore, claimed that the post of a Rigman should be created in every unit of the Diamond Drilling operation and the Senior-most and most efficient Helper should be appointed to the post.

At the hearing the Management gave particulars of the 3 Helpers who had been appointed as Rigmen. They were promoted from Grade IV or Helpers to Grade II D.R.M.P. as Rigmen. The union has stated that the Grade II D.R.M.P. is not adequate for Rigman—but no satisfactory reasons beyond making this statement were advanced in support. The Union at the hearing pressed the claim of one Arjun Singh but it was stated by the Management that he was tested for the post of Rigman and failed and an Helper junior to him was appointed. I am also not satisfied that the Rigman should be in Grade I as claimed by the Union. They have only recently been raised to Grade II from Grade IV D.R.M.P. and no case has been made out for another rise in their grade so soon thereafter.

Demand No. 50: Case of Shri Sardar Khan

The claim is for the appointment of Shri Sardar Khan, who, at the time the Union's statement of claim was filed, was working as Fitter Helper Grade IV into some higher post. He is a matriculate and is I.T.I. trained and had worked for 3-1/2 years' as Fitter Helper, when this claim was made for him.

The Management, at the hearing, in giving particulars of Sardar Khan's career stated that he was appointed as Helper grade IV on 25th July, 1963. He was never promoted to Grade III but has been officiating in the post of Fitter Grade II from 1st June, 1967. At present he is drawing Rs. 370 plus Rs. 0-40 paise as officiating allowance in Grade II.

Shri Choudhry for the Union pointed out that under the agreement of 8th February, 1964, Matriculate I.T.I.s after 3 year's training are appointed to Grade I. He has complained that in the mines there is no specific course for trainees, who are put to work as Helpers, which according to him was a device to get work of Helpers from trainees. He has argued that in any case as Sardar Khan is a Matriculate and an I.T.I. after 3 years' work as Helper, he should have been absorbed to Grade I. Shri Choudhry at the hearing was inclined to claim for him the post of Assistant Mechanic.

I am satisfied that having regard to the fact that Sardar Khan is a Matriculate and an I.T.I. and has been working since 25th July, 1963, i.e. for more than 5 years now, and had been Fitter Grade II since 1st January, 1967—that his claim to be placed in Grade I under terms of agreement of 8th February, 1964, must be held to be justified. I, therefore, grant him Grade I with effect from 1st January, 1968 and I award accordingly.

Demand No. 51: The case of existing Helpers having I.T.I. Training:

The Union in its written statement, D.D. has stated that the company has appointed many fresh hands as trainee fitters and they will, after their training period is over, be eligible for absorption as Grade II Fitters or Grade I Fitters. The Union's grievance is that in these circumstances, the existing Matriculates and I.T.I. trained helpers will lag behind. The Union claimed that while appointing trainee fitters the management should first consider the claims of Helpers who are matriculates and/or I.T.I. trained. The Union has further claimed that the period of their service prior to their becoming trainee fitters should count for the purposes of service, gratuity, etc., when they would be absorbed in regular service after completion of their training period.

Shri Bhatnagar at the hearing could not say whether a trainee fitter after he has completed his training is appointed as Fitter Grade II or Grade I. He said it was difficult to generalise on the point. He stated that posts are internally advertised and the Matriculate/I.T.I. should also apply and their claims would be considered on the merits. It was, however, admitted that Matriculate I.T.I. after 3 years' training are eligible for Grade I skilled posts. It was also stated at the hearing that a non-matriculate I.T.I. after 2 years' training is eligible for Grade II's post. Matriculate/I.T.I. after 3 years are eligible for 1st Grade and after 2 year's service in 1st Grade, they are eligible for Grade VIII M.R.M.P. It was further stated at the hearing that the company was following the Apprentices Act and allotment for apprenticeship are made by the Ministry. Apprentices have also to be taken for particular trades. I think there is considerable substance in the Union's claim for Matriculate-I.T.I.—being considered for appointment as apprentices and Shri Bhatnagar at the close of the argument on this demand stated that Matriculate I.T.I. helpers will be given preference over outsiders in appointment as apprentices. This virtually concedes the demand made by the Union in the first part of item 51.

With regard to the second part of the demand it was stated by the Management that the period of training cannot be counted as period of service for service benefits because when the trainee after completion of his training is appointed

to any particular post he is appointed as a fresh recruit. The argument is that during the period of training he is not an employee of the company but is in the capacity of a student and becomes an employee only on appointment in a post for which he is trained. There is validity in this contention of the Management and the Union was not able to point out any industry where the claim made by it is granted. For this reason, the second part of demand No. 51 fails.

Demand No. 52: The case of Shri Bherulal—Underground Blacksmith:

The Union's claim is that this old employee of the company is actually doing the work of a Bench Fitter and had reached the target of his grade about 4 years before the date of D.D.2. With expansion and increase in production, it is suggested that his responsibilities have also gone up, and he is, therefore, entitled to be placed in Grade I D.R.M.P. It is admitted that he is to-day at the maximum of the Awarded Grade II D.R.M.P. The Union at the hearing cited the instance of a tin-smith who because he also does a blacksmith's job has been placed in Grade I. It also stated that one Amba'al in the Mill who is welder-cum-fitter is in Grade I.

On behalf of the Management it was stated that he was appointed Blacksmith on 24th April, 1954 and still continues in that post in Grade II where his basis pay to-day is Rs. 6-95. The Management denied that Bherulal was doing work of Bench Fitter and stated that there are 2 others who are doing Fitter's work. It was further stated that Bherulal rivets plates and had not applied for Fitter's post.

On these facts and circumstances, I do not think a case can be held to have been made one by the Union for placing Shri Bherulal in Grade I.

Demand No. 53: Case of Chokalingam—UG 388, Fitter Grade II underground workshop.

Demand No. 58: Case of Antram Singh U.G. 545 Junior Fitter:

These two cases were argued together at the hearing. In its written statement the Union in respect of Chokalingam, has stated that he was appointed as Grade III Fitter in 1957. It is claimed that he is capable of maintenance and repairs of rock-drills, hoists, loaders, etc. independently. His juniors are now in Grade II. The Union's claim is of Grade III for him. With regard to Shri Antram Singh, the Union has stated that out of the 10 years he has been in service of the company, for 7 years he had worked as a grade III Fitter, and is doing the work of repairing pumps, drilling machines, hoists etc. and that when in 'B' Shift he is working independently, as usually there is no one to guide him. The Union claims that he should be placed in Grade II.

The Union at the hearing stated that both these Fitters have continued in Grade III for a long number of years. There is no definition of the jobs that a Fitter Grade III is required to do. The Union claims that they both are by now skilled Fitters and should be placed in Grade II of Fitters.

The Management giving particulars of the service of both these workmen, stated that Chokalingam joined as helper on 13th April 1957 and was promoted as Fitter Grade III on 1st January 1960, in which grade he is at present drawing Basic pay of Rs. 5.50. Antram Singh was appointed as Helper on 2nd January 1957. He was also promoted as Fitter Grade III on 1st January 1960. The Management further stated that in March 1968 two posts of Fitters Grade II were created which were advertised. Both Chokalingam and Antram Singh applied but failed in the tests. The Management, stated that the posts would again be advertised within 15 days and it would fill in the 2 vacant posts of Grade II Fitters after considering all applications including those of these 2 workmen.

Shri Choudhry argued that the difference in qualification of Grade II and Grade III Fitters was only one of experience. It has relied upon Annexure A to Union's statement dated 23rd January 1969 to prove that the prevailing practice is to promote the senior-most candidate. He has urged that eligibility must be judged from past performance.

There is substance in this contention of the Union. But with seniority the merits of the candidates must also be considered. In view of the fact that the 2 vacant posts of Grade II Fitters were to be again advertised and both these two men viz., Chokalingam and Antram Singh were to be entitled to apply for them—it must be held that their claims are still under consideration and therefore an order at this stage cannot be made directing the Company to place both in Grade II for Fitters.

Demand No. 54: Shri Gangadharan, Blacksmith cum-welder underground work-shop:

It is claimed by the Union that in addition to welding work, he is doing the work of a Blacksmith cum Fitter and in view of the several other skilled duties performed by him he should be promoted to Grade I of D.R.M.P.

In support, at the hearing Shri Choudhry argued that a man doing two skilled jobs should be considered as highly skilled which is a proposition, in my opinion, of doubtful validity. The Union has cited the instance of a blacksmith-cum-tin-smith who has been placed in Grade I and claimed that Shri Gangadharan should also be placed in Grade I.

On behalf of the Management Shri Bhatnagar gave details of this workman's service in the mines, which in my opinion disentitles him from, at least at present, claiming Grade I D.R.M.P. It appears that Shri Gangadharan, was appointed as Helper on 12th September 1959. He was promoted as Blacksmith in Grade III on 2nd May 1962 and as blacksmith-cum-welder in Grade II on 1st June 1965. He is at present drawing Rs. 5.38 in that Grade, the maximum of which is Rs. 7.45. Thus, there are many years before he can reach the maximum of his Grade II, as I have observed earlier if a workman is doing two jobs in Grade II, it would not necessarily entitle him to claim Grade I. This claim, therefore, fails.

Item No. 55:

The case of Skip Drivers, Tramming Mistrees, Track Fitters, Timber Mistries, Loco Drivers, and Pipe Fitters in incentive post between Grade II and I i.e., with target of Rs. 7.52. The Union in its written statement has stated that as per minutes of discussion between the management and the Union dated 18th February 1964. Some incentive posts were created pending rationalisation and it was decided that the incumbents should be fitted in their appropriate designation and grade after nationalisation. The Union has stated that in spite of its best efforts and that of the erstwhile management, rationalisation could not be finalised. The Union, therefore, claims that these posts should be declared as Grade I Posts and the present incumbents should be allowed further increments accordingly.

The Management has not filed any written statement in reply. At the hearing both parties have referred to the agreement of 18th February 1964 which is really minutes of discussion between the M.T.I. (Metal Corporation of India) and the Union held on 18th February 1964. Para 3 of the said agreement, *inter alia*, records as follows:

"Regarding further scope for Timbermen, Tramming Mistry, Skip Drivers, Loco Drivers, Track Fitters and Pipe Fitters, the Management informed that creation of Grade I category before rationalisation might bring about complications and also it had been necessary now to evaluate scientifically each job in this industry. At the same time, however, the Management notified that this was a heart-burning question as almost all skilled categories other than those had some scope beyond Grade II. As such, the management suggests that some incentive posts between Grade II and Grade I might be created i.e., with target upto Rs. 6.75. The number of such posts would be decided by the Management".

This minutes makes it clear that as far back as in 1964 the old management had recognised the need for creating some incentive posts for the categories for whom this demand No. 55 has been made with a target of Rs. 6.75 per day, but the number of posts would be decided by the Management.

I must reiterate that the Management not filing its written statement in reply even on such important items under Demand has placed the workmen in a more difficult position at the hearing. It is unfair that the workmen should not know what the Management's specific say on these demands is till the cases comes up for hearing.

On a proper reading of the demand it is clear that the demand was for those on Incentive scales of pay to be placed in Grade I.

The particulars of the workmen in the Incentive grades from among these categories are as follows:

3. *Skip Drivers*.—There are 20 posts. They are at present in Grade II D.R.M.P. One only is in the incentive pay. Two posts in incentive grade are vacant. Thus, there are in all 3 posts in the incentive grade.
2. *Tramming Mistry*.—There are 12 posts—10 of which are in Grade II and 2 are in the incentive grade.

1. *Track Fitters*.—There are 11 posts, 10 are in Grade II and one is in the Incentive Grade.
2. *Timber Mistry*.—There are in all 10 posts 8 of which are in Grade II and 2 are in Incentive grades.
1. *Loco Drivers*.—There are in all 10 posts; 9 are in Grade II and 1 is in the Incentive post.
1. *Pipe Fitter*.—There are in all 9 posts—8 in Grade II and 1 in Incentive post.

Thus in all, there are 10, Incentive posts in these 6 categories covered by this demand. It was stated at the hearing that under the long term agreement of 8th April 1960 and the Standing Orders highly skilled trades were to be in Grade I and Skilled were to be in Grade II.

It is clear that the demand is that some in each of these should be placed in Grade I. In other words, Grade I was not claimed for each and every workman in these categories. Under the agreement of 18th February 1964 the Management had agreed that the jobs should be rationalised. Thereafter a joint Committee of equal number of representatives of the Company and of the workmen was appointed to make a report. All this happened during the regime of the M.C.I. the old Management. With take over by Government they remained at a standstill. It is true as stated by the Union that under the agreement of 18th February 1964 the creation of Grade I post prior to Rationalisation would create heart-burning. Some incentive posts in between Grade I and II were agreed to be created with target upto Rs. 6.75 and it was left to the local management at the mine to decide upon the number of such incentive posts. Of course, all these are posts in the D.R.M.P. grade

Now, the incentive scale of Pay after award is Rs. 5.70—0.25—8.70. At the time the agreement of 18th February 1964 the Grade II was Rs. 3—0.25—5.50. With the addition of 0.77 paise per day as dearness allowance this scale of Grade II got revised to Rs. 3.77—0.25—6.27. The Incentive scale devised was by increasing both the minimum and maximum of the revised Grade II by raising the minimum to Rs. 5.27 and the maximum to Rs. 7.52—the scale thus being Rs. 5.27—0.25—7.52. It is necessary to state the pre-award Grades I and II and what they have become after the Award.

<i>Pre-Award</i>	<i>Awarded</i>
Grade I was Rs. 5.27—0.25—8.77	Rs. 5.70—0.25—9.85
Grade II was Rs. 3.77—0.25—6.27	Rs. 4.20—0.25—7.45

The incentive scale after the Award has become Rs. 5.70—0.25—8.70.

It may be stated that out of the existing 8, out of the 10 Incentive posts created (2 being vacant) for these 6 categories, 5 are already above the Basic pay of Rs. 7.45, which is the maximum of the awarded Grade II. It is agreed that the pre-award and the post-award Incentive scales of pay for each of these 6 categories has been the same. It appears however, that by Circular letter dated 18th July 1964, the then Management had postponed recruitment to Incentive Posts

At the hearing Shri Bhatnagar for the Management stated that the Incentive Grade should be allowed to continue and that promotion to Grade I should depend upon vacancies in Grade I.

On an anxious consideration of the submissions made by the parties and bearing in mind the intention behind creation of these 10 Incentive posts in these 6 categories, I am satisfied that a case has been made out for placing all these 8 employees in these 6 categories who are at present on the Incentive Pay Scales to be placed in awarded Grade I and I direct that they should get the benefit of the awarded Grade I D.R.M.P. with benefit of adjustment with effect from 1st January 1968. From the reading of the statement made in the said agreement of 18th February 1964 and the subsequent events that have transpired, I am satisfied that those on the Incentive Pay Scales deserve to be placed in Grade I. They would in my opinion, have been put in Grade I even in 1964, but for the rationalisation which was under contemplation then, but which never materialised.

Demand No. 56: Case of Tramming Mistry:

The Union in its written statement DD 2 has submitted that the posts of Tramming Mistries are responsible jobs and they have to have knowledge in

drilling, blasting timbering, track fitting, pipe fitting, etc. They have also to do supervisory work. The Union considers that their present grade is inadequate and claims for them Grade I D.R.M.P. It also claims that a cadre for underground mistries should be created, who should be placed in Grade IX M.R.M.P. which is the cadre of the other surface Mistries. The highly efficient Tramming mistries or underground skilled workmen having perfect knowledge of drilling, blasting, timbering, track fitting and pipe fitting should be promoted to fill these posts.

At the hearing, it was admitted that all Tramming Mistries are in Grade I, except a few who have been placed in the Incentive Grade as noted in earlier demand No. 55. The Union has argued that if surface Supervisors can be in Grade X of M.R.M.P. the Tramming Mistries who have also to do supervisory duties should be placed at least in Grade I D.R.M.P. The Union has also claimed that there should be a senior grade for Training Mistries of Grade IX M.R.M.P. It has submitted that the nature of their duties of Tramming Mistries can be spelled out from the Company's Circular dated 5th April 1966, which according to the Union justify the claim for Grade I. With regard to the second part of the demand, Shri Bhatnagar has pointed out that there is no post of underground Mistry in category IX of the M.R.M.P. In this state of things part two of demand No. 56 must fail.

The only demand, therefore, that survives for consideration is the first part for placing all Tramming Mistries in Grade I D.R.M.P.—they being at present in Grade II, as noticed in the discussion on demand No. 55—except for the 2 who are on the Incentive Pay and who under my Award on Demand No. 55 are placed in Grade I. Shri Bhatnagar for the Company has pointed out that there is no Tramming Mistry who is on top of Grade II which is Rs. 7.45. He has pointed out that the Tramming Mistries have still many years before them before they can have the maximum of their grade. He has next pointed out that the Circular dated 5th April 1964 on which the Union relies is in respect of Incentive Grade with maximum lower than Grade I. He has also pointed out that with greater mechanisation these posts might become superfluous in the years to come. He also pointed out that these Tramming Mistries had been promoted to Grade II from Grade IV.

On the facts and circumstances stated above, I am not satisfied that all Tramming Mistries can justifiably be granted Grade I. The two Tramming Mistries who were in the Incentive Grade have by my Award on Demand No. 55, been promoted to Grade I. The remaining can well continue in Grade II D.R.M.P. where they have some distance to travel before they reach the maximum of their grade. I am not satisfied that a case has been made out to place all Tramming Mistries in Grade I D.R.M.P. The Demand No. 56 therefore fails as a whole.

Demand No. 57: The case of Laloo Partha—UCe 31 Helper:

The demand that he should be promoted to Grade III has been conceded as he was promoted to that Grade on 1st October 1968. This demand is therefore disposed of as settled.

Demand No. 59: Case of Shri Sangram Singh UG 284:

The Demand is that Shri Sangram Singh who is working in the underground stores and looking after issue of stores, should be promoted as Stores Attendant in Grade III, D.R.M.P. cadre.

At the hearing it was admitted that he is the seniormost of the four helpers in U.G. stores. It was also stated that for the underground stores, the vacancy is of the post of Stores Attender and not of Stores Issuer. The Union's demand is that Shri Sangram Singh should be appointed as underground Stores Attender. The Union has pointed out the present practice as can be seen from the 13 letters issued between 1963 to 1965 (constituting Annexure A to Union's statement dated 23rd January 1969) that the practice is that if the seniormost man is available and he is efficient, he should be appointed without advertising. However, I am confident that Shri Sangram Singh being the seniormost this will be borne in mind and if found efficient he will be appointed as underground Stores Attendant.

This disposes of all the individual cases and other claims covered by Demand No. 8 in the main references. I have in each of these 59 matters, indicated the dates from which the benefits granting by me are to take effect but if I have omitted to mention it in any case then the general direction is that all the benefits granted by this Award on demand No. 8 shall take effect from 1st January 1968 unless otherwise indicated and that the payments thereunder shall be made within one month from the date of the publication of this Award Part IV.

Demand No. 1 Bonus.—The demand for bonus is in the following terms:

"Whether the demand for the Zawar Mines Mazdoor Sangh for payment of bonus to the workmen as per the long term settlement dated 8th April 1960 is justified? If not which relief are the workmen entitled?"

As stated in my earlier Award Part III dated 1st May, 1968, the Annexure C' to the said long term agreement dated 8th April, 1960, and the classification under settlement dated 8th June, 1960, between the Metal Corporation of India and the Union provided bonus to be paid at *ad hoc* rates for each of the years 1959-60 to 1965-66. For the year 1964-65 and 1965-66, the rates provided were 1/6th and 9/48th respectively of the basic pay and salaries earned by the workmen during the said two respective financial years. There were certain clarifications made under the agreement of 8th June, 1960, which provided for payment of bonus at these *ad hoc* rates irrespective of profit or loss. Now, for the financial year 1964-65 the Central Government paid bonus to the workmen of the Zawar Mines at the agreed rate of 1/6th of their basic wage or salary after the mines were taken over. This was paid on 4th November, 1965, after the Payment of Bonus Act, came into force in May 1966.

The demand now is for payment of bonus for 1965-66 under the Original Agreement of 8th April, 1960 read with the clarifications given by the Agreement of 8th June, 1960. Now, at the hearing of this dispute before me and on a suggestion from me with regard to the dispute herein for payment of bonus for the year 1965-66, the admitted position as stated by Shri A. S. Bhandari, the Financial Adviser for the Company at the hearing and as recorded is that if the Metal Corporation of India Ltd., Calcutta, accepts its liability for payment of bonus for 1965-66 at the agreed rate under the Agreement of 8th April, 1960 for the period from 1st April, 1965 to 21st October, 1965 (which was the period of the year 1965-66 during which the Metal Corporation of India was incharge of the Mines), the Hindustan Zinc Ltd., would pay bonus at the same rate for the remaining period of that year i.e. from 23rd October, 1965 to 31st March, 1966. Shri Bhandari further stated and it is recorded and admitted position that this would be done provided that the Hindustan Zinc Ltd., would not then be required to pay bonus for the period from 10th January, 1966 to 31st March, 1966, under the provisions of the Payment of Bonus Act and this latter position was conceded by the Union.

Thereafter, a letter from the Metal Corporation of India Ltd., (hereinafter referred to as the M.C.I.) dated 22nd May, 1967 signed on its behalf by Shri A. C. Dutta one of its Directors and addressed to the Hindustan Zinc Ltd's Office at Calcutta was delivered at its office in Calcutta and which on onward transmission was received by the Hindustan Zinc Ltd's Office at Udaipur on 30th May, 1967. A copy of that letter is annexure to my Award Part III dated 1st May, 1968. In paragraph 8 of that letter, Shri A. C. Dutta in admitting the liability of the M. C. I. for bonus for 1965-66 stated as follows:

"As such the Company is liable for payment of *ad hoc* bonus to its the then workmen as per the above upto 22nd October 1965 (the date on which the undertaking of the Company was enquired by the Government) although the agreements contents to have effect from 31st March, 1966".

Now, to this letter of the M. C. I. Ltd., the Hindustan Zinc Ltd., replied by its letter dated 7th June, 1967, copy of which I have also annexed as Annexure 'B' to my said Award Part III dated 1st May, 1968. In that letter the Financial Adviser, Shri A. S. Bhandari, *inter alia* observed and stated as follow:

"It has been stated in para 8 of the said letter that the Company is liable for payment of *ad hoc* bonus to its the then workmen as per the agreement upto 22nd October, 1965. It is not quite clear from the said letter whether the M. C. I. Ltd., admits its liability to pay bonus to the workmen upto 22nd October, 1965 under the long term agreement dated 8th April, 1960 read with the agreement dated 8th June, 1960 or only an opinion has been expressed about the liability of the Company for payment of *ad hoc* bonus".

Further, after pointing out that the amount of bonus payable under the said agreement upto 22nd October, 1965 and covering the workmen of the Zawar Mines, Tundoo Smelter and Calcutta Office would roughly work out to Rs. 2.50 lakhs, Shri Bhandari stated and observed as follows:

"We shall be gratified if you kindly let us know at your earliest whether M.C.I. Ltd., accepts the liability for the above amount on account

of *ad hoc* bonus for the period 1st April, 1965 to 22nd October, 1965. In case the liability is accepted by you the payment of *ad hoc* bonus would be made to the workmen for the above period on your behalf and account the same provided in the books of accounts of the M.C.I. Ltd., as on 22nd October, 1965. We would also like to have along with the above confirmation certified copy of the Resolution of the Board of Directors of the M.C.I. Ltd., admitting the liability. In case your Board has delegated the powers in this behalf to any of its individual director or officer the letter accepting the liability for payment of the *ad hoc* bonus may be signed by that Director or Officer and a certified copy of the Power of Attorney given to him by the Board may also please be sent to us".

Shri Bhandari further observed in that letter that this request for information was being made for safeguarding the interest of the Hindustan Zinc Ltd., and for ensuring that no dispute would arise in future with M.C.I. Ltd., in this matter. In the last paragraph of the letter Shri Bhandari also stated that the dispute regarding bonus for 1965 was pending before its Arbitrator and that the workman had been claiming bonus under the long term agreement of 8th April, 1960 in so far as the bonus claims were concerned. Copy of this letter was also addressed by Shri A. S. Bhandari to Shri P. M. Ismail, I. C. S. (Retd) Commercial Director, Indian Steel and Wire Products Ltd., P. O. Indranagar, Jamshedpur, with Copy of the M. C. I. Ltd.'s said letter dated 23rd May, 1967 and he was requested to enlighten whether the signatory to the M.C.I. Ltd.'s said letter was competent to bind the Company for payment of bonus to the workmen of the Zawar Mines Ltd., for the period April 1965 to 22nd October, 1965. Shri Bhandari further went on to add that in the case it was so, the resolution of the Board of M.C.I. Ltd., authorising the said signatory to make a statement on behalf of the Company may please be sent and if a power of attorney had been issued in favour of the signatory, a certified copy of the same may also please be sent.

From the above, it is clear that the Hindustan Zinc Ltd., is willing and prepared to pay on behalf of the M.C.I. Ltd., the quantum of bonus due to the workmen in employment for the year 1965-66 for the period from 1st April, 1965 to 22nd October, 1965 and also on its own behalf to make payment of bonus for the period from 23rd October, 1965 to 31st March, 1966, provided it was satisfied that the admission for liability contained in the letter of 23rd May, 1965 signed by Shri A. C. Dutta, who admittedly is of the Directors of the M. C. I. Ltd., has been properly and legally made. Now, there has been no reply from the M. C. I. to Shri Bhandari's said letter dated 7th June, 1965, nor to the copy of his said letter forwarded by Shri Bhandari to Shri P. M. Ismail, the Director of the M. C. I. Ltd. The Union on the other hand has submitted that the M. C. I. Ltd., by its letter dated 22nd May, 1967 signed on its behalf by its Director Shri A. C. Dutta—who had entered into the long term agreement of 8th April, 1960 on behalf of the M. C. I. Ltd., with the Union—has clearly admitted its liability and no further confirmation of that letter from the M. C. I. was necessary. The Union has been critical of the intention with which Shri Bhandari, the Financial Adviser of the Hindustan Zinc Ltd., had addressed his said letter dated 7th May, 1965 to the M. C. I. Ltd., and its Director Shri P. M. Ismail.

To summarise, at the hearing the recorded and admitted position of the Hindustan Zinc Ltd., was that if the letter of 23rd May, 1967 by Shri A. C. Dutta ... was really an admission by that Company at its liability to pay bonus for 1965-66 for the period from 1st April, 1965 to 22nd October, 1965, at the agreed rates stated in the agreement of 8th April, 1960 read along with the agreement of 8th June, 1960, then the Hindustan Zinc Ltd., would not only pay bonus for the period from 1st April, 1965 to 22nd October, 1966 to the workmen then employed and realise the amount from the compensation payable to M. C. I. Ltd., in acquisition of the Zawar Mines, but also itself pay bonus at the same rate for the remaining period from 23rd October, 1965 to 31st March, 1966.

After enumerating the facts stated above in my Award Part III dated 1st May, 1968, I observe in Para 69 of my said Award Part III as follows:

"The difficulty appears to be that the correspondence has stopped where it has, and further clarification as sought by the Hindustan Zinc Ltd., in its letter of 7th June, 1967 has not been forthcoming from the M. C. I. Ltd. The Union's position is that no further clarification is necessary. I am not at present deciding whether such further clarification is necessary or not. I, however, feel that in the

fair determination of the demand for bonus under reference and in the interest of industrial peace I should call upon the M. C. I. Ltd., who thought not a party is undoubtedly concerned in the dispute as far as the demand for bonus for 1965-66 is concerned to state whether under its said letter to Shri A. C. Dutta dated 23rd May, 1967 it admits its liability for payment of bonus for the year from 1st April, 1965 to 2nd October, 1965". The Company (the Hindustan Zinc Ltd.) in this dispute has raised legal and technical objections to the payment of bonus for the year 1965-66 under the Payment of Bonus Act 1965 but its position still is that if the M. C. I. Ltd., accepts its liability to pay Bonus for the period from 1st April, 1965 to 22nd October, 1965, it would pay the same and recover it from the M. C. I. Ltd., from the amount of compensation payable by it and in addition it would pay bonus for the remaining period from 23rd October, 1965 to 31st March, 1966 at the same rate to the employees who were then in employment at the Zawar Mines".

I, therefore, gave a direction by para 70 of my Award Part III dated 1st May, 1968 that a notice would issue to the M.C.I. Ltd., to appear before me at the hearing of this dispute for the purpose stated above on the date and time to be fixed later.

Thereafter I fixed the next hearing of the dispute at Udaipur on 21st January, 1969 but no notice was issued to the M. C. I. Ltd., for the hearing. At that hearing the Union filed an application dated 21st January, 1969 in which *inter-alia* it prayed that this issue may be decided on merits without reference to the M. C. I. Ltd., as the Company is liable to pay the bonus irrespective of whether the M. C. I. Ltd., accepts liability or not and that the Union had relied upon the said letter of Shri A. C. Dutta, Director of the M. C. I. Ltd., merely as additional proof. The Union in para 9 of its said written statement has urged that both the M. C. I. Ltd., and the Administration after the take over had paid bonus upto the year 1964-65 at the rates specified in the agreement of 8th April, 1960 as clarified by the agreement of 8th June, 1960. The Union has also relied upon the Judgment of the Supreme Court in the Case of Steel Industries of Hindustan Steel Ltd., vs. Workmen and others—Civil appeal No. 730 of 1966 where their Lordships of the Supreme Court observed as follows:

"The conduct of parties may take the place of written or spoken words both for purposes of an offer and acceptance. In the instant case, the Tribunal was entitled to draw an inference from the facts of the case and the conduct of parties that there was an implied agreement that the Company had agreed to pay irrespective of its profits bonus at the same rate at which its other factory paid to its workmen".

It has urged that the Company's Offer to pay bonus for the year 1964-65 irrespective of the profit as done in past years and acceptance of the same by the workers amounted to an implied agreement reached after the Payment of Bonus Act came into force to continue with the system of payment of bonus irrespective of profit and loss in conformity with the provision of Section 34(2) of the Act.

The Management did not file its reply to that statement during that hearing at Udaipur where I was engaged in hearing the demand No. 8, but later sent to me by post its reply dated 29th January, 1969 to the Union's said statement of 21st January, 1969 which was received by me on or about 1st February, 1969. The Company in its said written statement has stated that the submissions made by the Union in paras 1 to 9 of its said written application dated 21st January, 1969 had been dealt with in the Company written statement dated 4th October, 1967. The Company has denied that any implied agreement was reached after the payment of Bonus Act came into force to continue with the system of payment of bonus irrespective of profit and loss in conformity with Section 34(3) of the payment of Bonus Act. It has further denied that an inference can be drawn from the conduct of the parties and the facts of the case that there was an implied agreement that the company had agreed to pay bonus irrespective of profit at the same rate as stipulated in the long term agreement i.e., agreement of 8th April, 1960. It has submitted that the remarks of the Hon'ble Supreme Court in the case of Steel Industries of India Hindustan Ltd., Vs. its workmen, relied upon by the Union, are on facts not applicable to this case. It has submitted that I should decide this demand No. 1 for bonus on the basis of the observations made by me in Paragraphs 63 to 70 of my Award Part III and on the basis of Law and fact.

Thereafter, I received a telegram from the Management of Hindustan Zinc Ltd., dated 18th April, 1969, received by me on 19th April, 1969 in which it states as follows:

"Board Directors Hindustan Zinc Ltd., noted at its meeting held on 31st March that you had completed your hearing on bonus and request you may kindly expedite your Award".

Now, the most important thing to bear in mind are the terms of reference for the demand of bonus. I have extracted them above, but feel it could bear repetition here.

"Whether the demand of the Zawar Mines Mazdoor Sangh for payment of bonus to the workmen as per long term agreement dated 8th April, 1960 is justified? If not what relief are the workmen entitled to?"

In my opinion the demand has to be decided under the terms of the agreement of 8th April, 1960, read with the settlement of 8th June, 1960. There is not the least doubt that under that agreement provision is made for payment of Bonus for the year 1965-66 at the *ad hoc* rate specified therein, the *ad hoc* rate for the year 1965-66 (1st April, 1965 to 31st March, 1966) being 9/48th of the basic pay and salary earned by the workmen during that year. The Hindustan Zinc Ltd., has paid some workmen bonus for 1965-66, at this *ad hoc* rate of 9/48th of the basic wages or salary earned.

Now, as I have stated earlier, the next hearing of the dispute, after my award Part III dated 1st May, 1968, was fixed at Udaipur on 21st January, 1969, when the Union filed its application dated 21st January, 1969, praying that no notice need be issued on the M.C.I. and that the demand for bonus may be decided without hearing the M.C.I. To this the company filed its written Statement dated 29th January, 1969, not during the hearing at Udaipur, which lasted till 24th January, 1969 and during which demand No. 8 was heard, but sent it to me by post. I have referred above to this written statement of the Company. Thereafter the Company sent me its telegram dated 18th April, 1969 asking me to expedite my Award on the demand for bonus the Directors having noted that I had completed the hearing on bonus.

Though by my Award Part III dated 1st May, 1968, I had directed that a notice should be issued on the M.C.I., the same was never issued in the circumstances stated above. I had, however, observed in Para 69 of my Award "I am not at present deciding whether such further clarification is necessary or not".

The Union in its application dated 21st January, 1969, has in para 7 stated that the company is liable to pay the bonus irrespective of whether the Metal Corporation of India Ltd., accepts its liability or not and that it has produced its letter of A. C. Dutta as an additional proof of its case but did not solely rely on the same.

The Management in para 3 of its written statement in reply dated 29th January, 1969, has stated as follows:

"The learned Arbitrator in his Award Part III has already dealt with the case in paragraphs 63-70 of the said Award. The Company submits that the Learned Arbitrator may be pleased to decide the issue on the basis of observations made in the said paras of the aforesaid Award and also on the basis of facts and law".

On their submission of the parties it is open to decide the demand for bonus on the record as it now stands. On the documents and statements filed by the parties at the time I made by Award Part III and in light of the submissions made by the Union in its written statement dated 21st January, 1969 and the Company's reply written statement of 29th January, 1969 and the Company's telegram of 18th April, 1969.

In my opinion the letter of Shri A. C. Dutta, dated 23rd May, 1967 which is signed by him as Director of the M.C.I. Ltd., must be held as admitting the liability of that Company to pay bonus for 1965-66 at the *ad hoc* rate of 9/48th of the Basic Pay and salary specified in the Agreement of 8th April, 1960, for the period from 1st April, 1965 to 22nd October, 1965. In my Award Part III I had clearly stated that I was not deciding whether clarification from M.C.I. was or was not necessary on the letter of Shri A. C. Dutta dated 23rd May, 1967

on the Union contention that that clarification was not necessary, and therefore the fact that a notice was to be issued, on the M.C.I. but in fact was not issued is in the circumstances stated above irrelevant.

On the record as it is, I am of the opinion that Shri Dutt's letter which he has signed as a Director for and on behalf of the M.C.I. is a clear acceptance by the M.C.I. of its liability to pay Bonus for the year 1965-66 at the *ad hoc* rate specified in the agreement of 8th April, 1960 as clarified by the agreement of 8th June, 1960 for the period from 1st April, 1965 to 22nd October, 1965. In spite of the obvious suggestions contained in the Hindustan Zinc Ltd. letter of 7th June, 1967, which was signed by its Financial Adviser Shri A. S. Bhandari, to deny its liability (copy of which is Annexure B to my Award Part III), and the grounds supplied for refuting the liability, the Metal Corporation of India has remained silent. So has its Managing Director Shri P. M. Ismail, to whom a copy of the letter of 7th June, 1967 was addressed by the Hindustan Zinc Ltd. If the M.C.I. was denying or refusing its liability to pay bonus under the agreement of 8th April, 1960 read with the agreement of 8th June, 1960, because of the provisions of Sec. 34(3) of the Payment of Bonus Act, 1965, as suggested to it by Shri A. S. Bhandari, the M.C.I. it would have immediately said so and would not have remained silent. It must therefore be held on the Metal Corporation's letter dated 23rd May, 1967 signed by its Director Shri A. C. Dutt that the M.C.I. Ltd., accepts its liability to pay bonus for the year 1965-66—for the period from 23rd October, 1965 to 31st March, 1966 at the *ad hoc* rate of 9/48th in spite of the provisions of Sec. 34(3) of the Payment of Bonus Act, 1965. Now, as the Hindustan Zinc Ltd. is already clearly committed to paying bonus at the *ad hoc* rate of 9/48th of the basic wages and salary as specified in the agreement of 8th April, 1960 for 1965-66 for the period from 23rd October, 1965 to 31st March, 1966, in the event of Metal Corporation of India accepting its liability, which it has done, the Hindustan Zinc Ltd., must be held to be liable to pay bonus at the same *ad hoc* rate of 9/48th of the basic wage and salary for the period from 23rd October 1965 to 31st March 1966. The Hindustan Zinc Ltd., will, of course, be entitled to recover the amount of bonus which it will pay the workmen on behalf of the M.C.I. for the period from 1st April, 1965 to 22nd October 1965 from the amounts still payable to it. The Hindustan Zinc Ltd., will, however, not be required to pay bonus from 10th January, 1966 to 31st March, 1966 under the Payment of Bonus Act as this was conceded by the Union.

Apart from this finding, I agree with the Union that from the conduct of the parties it can be held that there was an implied agreement to pay bonus to the workmen of the Zawar Mines for the year 1965-66 at the *ad hoc* rates specified in the agreement of 8th April, 1960. I think the Union is right that the Company's offer to pay bonus for the year 1964-65 irrespective of profits as done for the previous years under the terms of the agreement of 8th April, 1960 read as the clarification agreement of 8th June, 1960 and the acceptance of the same by the workmen established an implied agreement on behalf of the Hindustan Zinc Ltd., to pay bonus for 1965-66 at the *ad hoc* rates specified for that year.

In my opinion the Union's contention is supported by the decision of the Hon'ble Supreme Court in the case of Steel Industries of Hindustan Ltd., Vs. its workmen and others (Civil appeal No. 730 of 1966) where the Hon'ble Supreme Court observed as follows:

"The conduct of parties may take the place of written or spoken words both for the purpose of offer and acceptance. In the instant case the Tribunal was entitled to draw an inference from the facts of the case and conduct of the parties that there was an implied agreement that the Company had agreed to pay irrespective of its profits bonus at the same rate at which its other factory paid to its workmen".

In the instant case the agreement of 8th April, 1960 as clarified by the Agreement of 8th June, 1960 provided for payment of bonus to the workmen for several years in the future at certain *ad hoc* rates specified for. In fact this was one of the conditions on which the Hindustan Zinc Ltd., agreed to accept liability to pay bonus for the period from 23rd October, 1965 to 31st March, 1966.

I may state here that Hindustan Zinc Ltd., has already made an advance payment of one month's wages to the workmen as also Bonus for 1965-66 at

4 per cent under the Payment of Bonus Act 1965 which is to be adjusted against the payments to be awarded and it will be entitled to adjust those payments against the bonus payment to be made, if either of these payments has not been already adjusted.

Apart from this ground in my opinion, the Company is also liable to pay bonus for 1965-66 in terms of agreement of 8th April, 1960 because by its conduct. It has accepted its liability to pay bonus at the *ad hoc* rates specified in the agreement of 8th April, 1960 and the clarification under agreement of 8th June, 1960, in spite of the provisions of Sec. 34(3) of the Payment of Bonus Act, 1965. It is admitted that the workmen of the Zawar Mines were paid bonus for the year 1964-65 by the Administrator on 4th November, 1965 after the Payment of Bonus Act 1965, came into force in May, 1965 at the *ad hoc* rate specified for that year in the agreement of 8th April, 1960, read with the agreement of 8th June, 1960. This payment was made after the payment of Bonus Act, 1965, came into force. From this conduct it can be held that in spite of the provisions of Sec. 34(3) of Payment of Bonus Act, the authorities in charge of the Zawar Mines after the take over from the M.C.I. had accepted their liability to pay bonus to the workmen of the Zawar Mines in terms of and at the *ad hoc* rates specified in the agreement of 8th April, 1960, as clarified by the clarification contained in the agreement of 8th June, 1960 for these years. The Company in spite of the Payment of Bonus Act 1965 having come into force paid bonus for 1964-65 at the rates specified in the agreement of 8th April, 1960 as clarified on 8th June 1960. It must, therefore, be held that the Company had by its conduct and by implication agreed to pay bonus for 1965-66 also at the rates specified in the agreement of 8th April, 1960 read with the clarifications of 8th June, 1960 the *ad hoc* rate for 1965-66 being 9/48th of the basic wages or salaries.

I, therefore, hold that the company is liable to pay Bonus for the year 1965-66 at the *ad hoc* rate of 9/48th of the basic pay salary earned by the workmen for the year 1965-66.

Therefore on demand No. 1 I hold that the demand of the Zawar Mines Mazdoor Sangh for payment of bonus to the workmen as per the long term settlement dated 8th April, 1960 is justified.

In the result I award that the Company shall pay bonus for 1965-66 at the *ad hoc* rate of 9/48th of the Basic wage or salary earned by the workmen of the Zawar Mines as provided by the agreement of 8th April, 1960 and as clarified by the agreement of 8th June, 1960. The payment to be made within one month of the publication of the Award. The Company will be entitled to deduct from this payment the advance payment made by it, and the amount of bonus at 4 per cent paid for that year under the Payment of Bonus Act. It is further necessary to direct that the company will not be liable to pay bonus for the period from 10th January, 1966 to 31st March, 1966 under the Payment of Bonus Act 1965.

This disposes of the entire dispute under reference.

No order as to costs between parties.

The Hindustan Zinc Ltd. to pay the entire costs of the Arbitration.

(Sd.) SALIM M. MERCHANT,

Bombay 8th May, 1969

(Arbitrator)

[No. 36/18/67-I.RI]

New Delhi, the 28th May 1969

S.O. 2197.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta in the Industrial Dispute between the employers in relation to the Advance Insurance Company Ltd. and their workmen, which was received by the Central Government on 19th May, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 13 OF 1969

PARTIES:

Employers in relation to the Advance Insurance Company Ltd.,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Absent*On behalf of Workmen*—Sri Pradip Ranjan Pal, Vice-President, Eastern Zone Insurance Employees' Association.

STATE: West Bengal

INDUSTRY: Insurance

AWARD

By Order No. 25/10/68-LR.III, dated January 6, 1969, the Government of India in the Ministry of Labour, Employment & Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Advance Insurance Company Limited, Calcutta, and their workmen, to this tribunal, for adjudication, namely:

"Whether the Management of the Advance Insurance Company Limited, P-38, India Exchange Place, Calcutta-1, was justified in terminating the services of Shri Gouri Shankar Mishra, a peon of the Company with effect from the 13th July, 1968? If not, to what relief is the workman entitled?"

2. The cause of the workmen was espoused by a trade union known as the General Insurance Employees' Association, Eastern Zone, which filed a written statement on behalf of the workmen. The employer company did not file their written statement within time. They applied for extension of time to file written statement which was granted. They did not file their written statement even within the extended time. They sent a second application for further extension of time to file written statement. This application was rejected because the grounds were unsatisfactory, and a date was fixed for settling a date of hearing. The management did not appear on the date fixed for settling a date of hearing, nor did they appear to-day which was fixed as the date for peremptory hearing. In these circumstances, the matter had to be heard ex-parte.

3. The concerned workman, Gouri Shanker Mishra, was a peon employed in the Calcutta office of the employer company. When he was first employed does not appear. But he may have been serving the employer company at least for three years, as appears from Ext. 7, the letter of termination of service which calculated compensation payable to him on the basis of three years' service. He was placed on a scale of pay in February 1967, viz., 34-2-40-3-58-5-78 plus D.A. of Rs. 50/-. At the material time he was drawing a pay of Rs. 36/- and D.A. Rs. 50/-, total Rs. 86/- (vide Ext. 1). He appears to have come on privilege leave for 15 days with effect from March 13, 1968. He did not come back and rejoin on the expiry of the period of leave granted to him but applied for extension of leave on the ground of illness, supported by a certificate obtained from an Ayurvedic physician. The story of illness apparently did not appeal to the employer company and the extension of leave was not granted to him. The concerned workman overstayed his leave from March 28, 1968 to April 16, 1968 and sought to rejoin on April 17, 1968. The leave rules of the company (Ext. 3) do not provide for any extension of privilege leave, particularly when privilege leave is not due at all. The attitude taken by the employer company, when the workman came back to rejoin, appears from letter dated April 23, 1968 (Ext. 2), the relevant portion which is set out below:

"With reference to your letter dated 19th April 1968 we have to inform you as under:

1. On going through your leave records we observe that neither any Privilege leave nor any Medical leave was lying in your credit.
2. In spite of the above, 15 (fifteen) days Privilege leave w.e.f. from 13th March 1968 to 27th March 1968 (both days inclusive) was granted

to you as a very special case due to the reason stated by you in your application dated 18th March 1968 subject to adjustment with your future leave when earned

3 Last year also you had enjoyed leave of twelve days on Medical ground, though not due while you went home on Privilege leave of one month. Please note that only permanent employees are entitled to fifteen days medical leave in a year

4 As per company's leave rules Medical leave can be granted only after the due privilege leave is exhausted. But in your case privilege leave even has not become due and was granted only as a special case already mentioned above

Hence, your entire leave of absence on Medical ground from 28th March, 1968 to 16th April, 1968 (20 days) is treated as leave without pay which please note

4 The workman himself deposed in this case. He, of course, stated in his evidence that he was not allowed to rejoin when he reported for duty. This statement, however, is not supported by the documents exhibited. It appears from Ext 4, a letter dated April 20, 1968, that he was transferred from Calcutta to Jorhat with immediate effect. The concerned workman was unwilling to go on transfer and appealed to the management for reconsideration of the order of transfer. In the letter of appeal (Ext 5) he stated as follows:

'With reference to your letter of 20th instant, I beg to approach you with the prayer to withdraw my transfer order to Jorhat and to allow me to continue duty in Calcutta Regional Office, so that I may remain with my father

I pray to your goodness to consider my appeal to you and excuse me if I have committed any offence in the execution of my office duty entrusted to me, and for this act of your kindness I shall remain ever grateful to you'

According to the evidence of the workman, he was thereupon induced to make a statement in writing in Hindi (*vide* Ext 6) of which the following is the English translation

"I could not join the office from 28th March 1968 to 18th April 1968. For this I pray to your honour to kindly excuse me"

The inducement offered to him according to the evidence of the witness, was that if he made such a statement the order of transfer would be withdrawn. The order of transfer was thereupon actually withdrawn. Thereafter, it appears from Ext 7, that the services of the concerned workman was terminated on one month's notice. The letter of termination, dated July 12 1968 reads as follows —

"Re Extension of your leave on Medical ground

We refer you to the correspondence resting with your letter dated 23rd April, '68 in which you yourself committed at length that you had stayed at home, with unauthorised leave under false pretext, violating and ignoring deliberately and intentionally Company's service rules as well as our instructions. The indignant and defying attitude and also disobedience which you have shown thereafter in this connection is unpardonable

As such, we do not require your service anymore. You are hereby served with one month notice of termination effective from 13th July, '68

Since we do not require your service you are relieved of the service of the company with immediate effect. Please collect your dues mentioned below from your Accounts Dept

	Rs
1 Salary of July 1968 (including notice period)	88 00
2 Salary for 11 days (18 68 to 11 68 for notice period)	31 22
3. Compensation for three years service @ 15 days per year = $1\frac{1}{2}$ months	132 00
	<hr/> 251 22

This is in short the evidence, in the background of which I have to decide the grievance made by the workman

5. It appears from Ext. 1 that the services of the concerned workman were terminable by one month's notice. I have already observed that there is nothing to show that the workman was a permanent employee. But these two facts notwithstanding, if the services of a temporary employee be sought to be terminated for blameworthiness, it cannot be done in the summary fashion as was done in the instant case. The law requires that he must be charged for misconduct. There must be an enquiry in which the workman must be given opportunity to defend himself and then the penalty, if any, should be imposed.

6. I shall assume for the sake of argument that the concerned workman over-stayed his privilege leave without just cause. I shall also assume, for the purposes of argument, that the story of his illness, on the eve of expiry of his leave was not true. When he came back from his self-extended leave he was not, however, penalised for absenteeism. All that the management did, as appears from Ext. 2, was to treat the period of unauthorised absence as leave without pay. That closed the chapter and the same misconduct could not be revived again for further penalty.

7. Turning now to the order of transfer, I have no doubt that the order should have been obeyed by the concerned workman. He, however, appealed to the management for reconsideration of the order, which he could always do. There is nothing to indicate that for disobedience of the order of transfer, the order of termination of service was passed upon him.

8. Why suddenly the self-incriminating statement (Ext. 6) was taken from the workman does not fully appear. I am, however, reluctant, without more, to uphold the story of inducement.

9. Be that as it may, the letter of termination stands self-condemned. After having had granted to the workman leave without pay, for the period of unauthorised absence, he could not be penalised again therefor. What is worse, the management read in Ext. 6 that the workman had confessed at length that he had "stayed at home with unauthorised leave under false pretext violating and ignoring deliberately and intentionally the service rules of the company as well as our (the company's) instructions". There is no such confession appearing in Ext. 6. Thus, the position is that the workman was being dismissed from service for blameworthiness, without a chargesheet, without an enquiry and without giving opportunity to him to defend himself. He was being condemned on a confession supposed to be contained in Ext. 6, which the exhibit did not contain. The order of termination is thus unworthy of being upheld.

10. In the view that I take, I hold that the Advance Insurance Company was not justified in terminating the service of Gouri Shankar Mishra with effect from 13th July, 1968.

11. Since his services were wrongfully terminated, he is entitled to reinstatement. As there is no evidence that the workman was wholly unemployed during the entire period of enforced idleness, I merely direct that he shall be paid half his wages for the period of his enforced idleness.

This is my award.

Dated the 16th May, 1969

Sd/- B. N. BANERJEE,
Presiding Officer.
[No. 25/40/68-LRIII.]

ORDERS

New Delhi, the 29th May 1969

S.O. 2198.—Whereas, the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

Whether the management of the Punjab National Bank Limited, 18A, Bra-bourne Road, Calcutta was justified in posting Shri S. N. Majumdar as Special Assistant with effect from the 26th February, 1968 in supersession of Shri K. M. Debnath. If not, to what relief is Shri K. M. Debnath entitled and from what date?

[No. 23/106/68-LRIII.]

S.O. 2199.—Whereas a Settlement was arrived at between the Reserve Bank of India and their workmen on the 7th February, 1967;

And whereas in the opinion of the Central Government doubts have arisen as to the interpretation of sub-clause(iii) of clause 8 of the said Settlement in respect of the question specified in the Schedule hereto annexed;

Now therefore, in exercise of the powers conferred by section 36A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said question for decision to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the periods of service on maximum pay rendered prior to the 1st January, 1962 should be taken into account for the purposes of calculating one increment for two Complete years' service?

[No. 23/26/68-LRIII.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 22nd May 1969

S.O. 2200.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Bombay in the industrial dispute between the employers in relation to Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 14th May, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY

REFERENCE No. CGIT-2/29 OF 1968

Employers in relation to the Bombay Port Trust, Bombay

AND

Their Workmen

PRESENT:

Shri N. K. Vani, Presiding Officer.

APPEARANCES:

For the Employers—Shri R. K. Shetty, Dy. Legal Advisor, Bombay Port Trust, Bombay.

For the Workmen—Shri S. K. Shetye, General Secretary, Bombay Port Trust Employees Union, Bombay.

Shri G. H. Kale, President, B.P.T. General Workers, Union, Bombay.

STATE: Maharashtra.

INDUSTRY: Ports and Docks.

Bombay, dated the 30th April, 1969.

AWARD

By order No. 28/27/67-LRIII dated 22nd June, 1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) in exercise of the powers conferred by Sub-section (2)

of the Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred to the Central Government Industrial Tribunal Bombay for adjudication, an industrial dispute, existing between the employers in relation to the Bombay Port Trust and their workmen represented by the Bombay Port Trust Employees' Union, Bombay in respect of the matters set forth in the schedule as mentioned below:—

SCHEDULE

"Whether the workmen of the Merewether Dry Dock and the Merewether Dry Dock Pumping Station are justified in claiming an additional allowance for handling the Merewether Dry Dock Caisson. If so, at what rate should such allowance be paid and from what date"

2. Later on, the Central Government transferred this reference to this Tribunal No. 2 for adjudication by order No. 22/8/68-LRIII dated 25th November, 1968.

3. Shri S. K. Shetye, General Secretary, Bombay Port Trust Employees' Union, Bombay has filed written statement on behalf of the employees at Ex. W-1 on 15th March, 1969. According to the Union, the handling of the Caisson at the Merewether Dry Dock is attended to by the employees of the Merewether Dry Dock and Merewether Dry Dock Pumping Station and one Tindel and a Lascar from the Shore crew, Princes and Victoria Docks but the handling of the Caisson work at the Hughes Dry Dock is attended by the Shore crew. The employees involved in this reference have to handle the Caisson on a number of occasions, involving greater degree of skill, strain, experience, responsibilities, hazards and fatigue as compared to the Dock Flotilla crew. The employers have been paying a special pay of Rs. 6/- per month as Caisson allowance to the Shore crew and Flotilla crew purely on historical grounds though they have held that the Caisson work forms part of the normal duties of the Shore crew and Flotilla crew. There is, therefore, every justification for payment of such allowance to the employees of the Merewether Dry Dock and Merewether Dry Dock Pumping Station for the actual work done by them in respect of Caisson in the Merewether Dry Dock with effect from 1st October, 1967. In addition to the handling of the Caisson its repair work is also carried out by these employees. Only the major repairs to the Caisson are attended by the employees of the general workshops of the Bombay Port Trust. The employees viz. (Carpenter, Boiler, Maker, Painter, Khalasee, Mazdoor, Nowgani, Muccadam, Scavenger, Shoreman and Chageman) in this reference have to attend to many other jobs in respect of docking and undocking of the ships in addition to the handling to caisson. The principles of justice, fair play and equity fully justify its demand for the payment of Caisson allowance to the employees in question with effect from 1-10-1957 i.e. the date from which such payment was made to the shore crew working at the Alexandra, Princes and Victoria Docks

4. Some employees who are members of the Bombay Port Trust General Workers' Union, Bombay and not the members of the Bombay Port Trust Employees' Union, gave application to make the Bombay Port Trust General Workers Union as a party to this reference. As there was no objection to implead the Bombay Port Trust General Workers' Union as a party to this reference, the said Union was impleaded as a party to this reference.

5. Dr. S. Maitra, General Secretary of the Bombay Port Trust General Workers' Union, Bombay has filed written statement at Ex. WW-1 on 3rd March 1969. According to this Union the employees in question are actually performing the work connected with opening the Dry Dock exit by removing or replacing the Caisson as and when required at the time when the ship is docked in or docked out of the Dry Dock at the Princes and Victoria Docks, known as Merewether Dry Dock. In spite of all the attempts made by it, the dispute regarding Caisson Allowance was not settled by the employers. In the meanwhile the Bombay Port Trust Employees' Union made a grievance about this dispute. Ultimately the matter was referred to the Tribunal for adjudication. It prays that the Caisson allowance be paid to the employees of the Dry Dock on the same line on which it is given to certain employees of the Port Department taking into consideration the previous history of the Caisson allowance the various decisions of the employers, in respect of this allowance, embodied in various Resolutions passed by the Trustees for the Port of Bombay (such as Trustees' Resolution Nos. 558 of 1957, 514 of 1958 and 453 of 1958 etc.).

6. Shri S. D. Chittar, Secretary of the Bombay Port Trust has filed written statement on 3rd April 1969 at Ex E-1, on behalf of the Trustees of the Port

of Bombay (hereinafter referred to as 'the employers') According to the employers:—

- (i) as the totality of the conditions of service of the workmen converted by the reference were gone into by the Classification and Categorisation Committee, constituted by the Government of India, vide their Resolution of 23rd August 1958, presided over by Shri F. Jeejeebhoy, it would not be proper to reconsider the same again.
- (ii) as the workmen alleged anomalies in the scales of pay evolved and recommended by Jeejeebhoy Committee, three references viz. 1 of 1963, 3 of 1963 and 1 of 1964 were made to Shri Meher, Presiding Officer, Central Government Industrial Tribunal, Bombay, for adjudication. In these references, the duties, and responsibilities of various workmen, including those involved in this reference were considered by Shri Meher. The same dispute cannot be considered now. As the workmen (i.e. the employees in this reference) had waived their right of demanding Caisson allowance both before the Jeejeebhoy Committee and Shri Meher, it is not open to them to raise the dispute regarding Caisson allowance in this reference.
- (iii) After the Award of Shri Meher, the employees demanded further revision in their scales of pay and wanted the constitution of a Wage Board for that purpose. The Government of India conceded the demand of the workmen of all the Ports and Docks at major ports in the country and constituted a Wage Board vide its Resolution No. WB-21(4)/64 dated 13th November 1964, to determine the categories of employees, who should be brought within the scope of the proposed wage fixation and to work out a wage structure based on the principle of fair wages as set forth in the Report of the Committee on fair wages. As the Wage Board was constituted on 13th November 1964 it is seized of all the matters relating to the Wage structure of the employees involved in this reference. The work pertaining to the handling of Caissons, is covered by the questions issued by the Wage Board. If the demand regarding Caisson allowance is conceded in this reference the workmen will be paid twice, once by the Wage Board and on the second occasion by this Tribunal. This would create anomaly, which should be avoided.
- (iv) as the Caisson is handled by the workmen only on some rare occasions, there is no justification for the grant of any Caisson allowance for this work. No Caisson allowance can be allowed for occasional performance of duties. The special allowance or the Caisson allowance is payable only for the daily performance of Caisson work.
- (v) it is not true that they are paying Caisson allowance of Rs. 6/- per month to the Shore and the Flotilla crew purely on historical grounds
- (vi) the categories of shoremen and chargemen mentioned at S. Nos. 10 and 12 are not at all concerned with the work of the Caisson even occasionally. The repairs to the Caissons are being carried out during the working hours for which wages are paid. If the same are carried out beyond the working hours, the workmen are paid overtime wages. The work of repairs to the Caisson does not entitle the workmen to claim additional special allowance called Caisson allowance.
- (vii) if Caisson allowance was granted to some other employees by way of concession, the same cannot be extended to the workmen in question. In any case, there is no justification to allow the Caisson allowance with retrospective effect i.e. with effect from 1st October 1957. The Union's demand made in this reference be rejected.

7 The important point for consideration is whether the workmen of the Merewether Dry Dock and Merewether Dry Dock Pumping Station are justified in claiming an additional allowance for handling the Merewether Dry Dock Caisson?

8. My finding on this point is in the affirmative for the following reasons:—

9. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the totality of conditions of service of all the present claimants were considered

by the Jeejeebhoy Committee and that it would not be proper to reconsider the same dispute again, in this reference.

10. It appears from Paragraph 6 of the Jeejeebhoy Committee report that this Committee was to examine the duties and the responsibilities of the various posts and fit them into one or other of the scales of pay given in the attached schedule, in the light of the scales of pay of posts with comparable duties and responsibilities in other departments of Government. The dispute regarding Caisson allowance raised in this reference was not before the Jeejeebhoy Committee. It cannot be therefore said that it is not proper to reconsider the dispute regarding Caisson allowance in this reference.

11. Shri R. K. Shetty, Dy. Legal Adviser for the Bombay Port Trust contends that the dispute involved in this reference is already considered by Shri Meher in Reference Nos. 1 of 1963, 3 of 1963 and 1 of 1964 and that on account of this, the present reference is incompetent.

12. Points involved in the three references before Shri Meher were as follows:—

(a) Whether there are anomalies, in regard any of the pay scales recommended by the tripartite Committee set up by the Resolution of the Central Government in the Ministry of Transport and Communications, Department of Transport No. 23-PLA(91)/58 dated the 23rd August, 1958, published in Part I of the Gazette of India Extraordinary of the 25th August, 1958, in respect of categories of posts listed in the annexure.

(b) If so, what modifications, if any, should be made in the scales of pay recommended by the said committee for the posts listed in the annexure having regard to the directions contained in paragraph 2 of the said Resolution.

13. The dispute regarding Caisson allowance was not before Shri Meher in reference Nos. 1 of 1963, 3 of 1963 and 1 of 1964. He has nowhere laid down that the present workmen involved in this reference were not entitled to Caisson allowance for handling the Mere-weather Dry Dock Caisson.

14. It appears from Paragraph 19 in the Award Part III in Reference Nos. 1 of 1963, 3 of 1963 and 1 of 1964 of Shri Meher published in the Gazette of India January 2 1965, Part II Section 3(ii), Page 21 that during the course of hearing the parties agreed that the Caisson allowance of Rs. 2/- given to the following categories should be raised to Rs. 6/- per month with effect from 1st October 1957.

Shore Tindal —S. No. 479

Syrang (Shore Grade II) 501

Syrang (Shore Grade I) 511

Lascars of Class I and II in Serial Nos. 453, 463

Tindal Jolly boats—471.

15. The dispute before Shri Meher was in respect of anomalies in the pay scales of the various categories of employees mentioned in the order of reference to him. The question of grant of any increase in Caisson allowance was not directly before Shri Meher. He got seized of it only when Bombay Port Trust and the Bombay Port Employees' Union orally mentioned to him the agreement reached between them to increase the Caisson allowance in respect of Shore crew only, from Rs. 2/- to Rs. 6/- per month. The question regarding Caisson allowance in respect of shore crew only came before Shri Meher, on account of settlement and not on account of any dispute being referred to him for adjudication. It cannot be therefore said that the question regarding Caisson allowance for handling the Mere-weather Dry Dock Caisson by the present employees was directly or indirectly decided by Shri Meher in the three references viz. 1 of 1963, 3 of 1963 and 1 of 1964 before him. The present reference is not therefore incompetent.

16. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the present reference is bad in law because a Wage Board for the Port and Dock Workers at Major Ports, presided over Shri L. P. Dave is already seized of all the matters involving the wage structure of almost all categories of employees of Major Ports. This contention cannot be accepted.

17. The Port and Dock Workers' Wage Board is not constituted under the provisions of any statute. It is constituted in pursuance of the recommendations made in Paragraph 25 of Chapter XXVII of the second Five Year Plan and in Paragraph 20 of Chapter XV in the Third Five Year Plan. The recommendations of the Wage Board are not binding on either the employers or the workmen. The Wage Board merely submits its recommendations to the Government for its consideration. These recommendations have no binding legal character or force, which the Awards of the Industrial Tribunal have. This reference for deciding the dispute regarding Caisson allowance is not therefore bad in law.

18. Shri R. K. Shetty, Dy. Legal Adviser for the Bombay Port Trust contends that the workmen are estopped from raising an industrial dispute regarding Caisson allowance as they have waived their demand in this respect both before the Jeejeebhoy Committee and Shri Meher, Presiding Officer in Reference Nos. 1 of 1963, 3 of 1963 and 1 of 1964. This contention is misconceived. It was not necessary for the present employees to make demand in respect of Caisson allowance before the Committee and the Tribunal, because the dispute regarding the grant of Caisson allowance to them for handling the Meer-weather Dock Caisson was not referred to them. It cannot be therefore said that the present workmen had waived their demand and that they are estopped from raising it in the present reference.

19. Before considering the demand regarding grant of Caisson allowance for handling the Meer-weather Dry Dock Caisson by the employees in this reference on merit, it is necessary to know the history of the Caisson allowance. Shri Salim M. Merchant, Presiding Officer has given this history in his Award in reference No. CGIT-43 of 1965 published in the Gazette of India, September, 16 1967 Part II, Sec 3(ii), Pages 3330 to 3342. It is as follows:—

"It appears that by T. R. No. 248 of 1896, the payment of Rs. 10/- or Rs. 6/- to the staff of the Prince's and Victoria Docks was sanctioned. The difference in the rates varied according to the net tonnage of the vessel. Rs. 10/- was paid for attending the caisson, and for moving a vessel in or out of the Meer-weather Dry Dock, and in Prince's Dock having a registered tonnage of 1000 and over, Rs. 6/- was sanctioned for similar jobs having a net registered tonnage below 1000. No authority is traceable about the fixation of the dry dock fees according to the tonnage of vessel but it is a practice of many years. In 1914 when the Alexandra Dock was opened the above payment was made applicable to the Senior Dockmaster's staff of Alexandra Dock for doing similar jobs at Hughes Dry Dock. Up to 1st January 1920, the Assistant Dockmaster or the Berthing Master who attended such jobs were paid Rs. 3/- out of Rs. 10/- and Rs. 2/- out of Rs. 6/- and the remaining amounts i.e. Rs. 7/- or Rs. 4/- as the case may be were distributed among the crews of the respective docks. By Trustees Resolution No. 286 of 30th March, 1920 the payments to the Assistant Dock Master or Berthing Master were stopped and the full amount of Rs. 10/- or Rs. 6/- as the case may be started being distributed among the crew. The dry dock fees according to the rates indicated above were distributed through the pay sheets every quarter of the year among the following staff of the Dockmaster's Department.

Alexandra Dock:

Shore staff—All men excluding bhandaries and bhandary mates. Crews of dock staff only excluding the crews of the Harbour tugs and Bhandaries.

Prince's Dock:

Shore staff—All men excluding bhandaries and bhandary mates and cassuh plus 7 men of Victoria Dock Crews of dock tugs and launches excluding harbour tugs and bhandaries.

The fees were distributed to all the above men irrespective of the number of men attending on the jobs. At that time an increase in amount to Rs. 15/- at Hughes Dry Dock was suggested. The Chairman by his minute dated 15th May 1958 suggested that the quantum should be raised to Rs. 15/- and the amount shared by the lascars. This was considered at the meeting of the Trustees when the Chairman said that he had suggested an increase in amount to Rs 15/- at

the Hughes Dry Dock after thorough examination of the matter. The Chairman observed that the payment had commenced in 1896 but the precise reasons therefor were not indicated in the records. He was of the view that handling of the caisson which was a floating craft was part of these employees' normal duties but as the practice was longstanding he did not wish to disturb it now. He suggested that the amount payable at the Mere-weather Dry Dock should be shared among the shore lascars at the Prince's and Victoria Docks and at the Hughes Dry Dock amongst shore lascars at the Alexandra Dock. None others could participate. The application of the Minimum Wages Act to the payment would however be examined separately. By T. R. No. 453 of 20th May 1958 the Chairman's proposal as clarified in the discussions was sanctioned and it was decided to give effect to the proposal from 1st May 1958. I may pause here and state that this Resolution was passed as a result of the demand made by the B. P. T. General Workers' Union by its letter dated 9th April 1958 to the Deputy Conservator in which it had claimed that unless the rate of payment of this special allowance was adequately raised it would not be possible for the men to attend to the work of dry dock caisson from 24th April 1958. This letter was written as a result of representations to the Deputy Conservator that the rate of allowance paid to the shore and the Flotilla crew was not at all commensurate with the nature of the work or change of circumstances.

"Under Trustees Resolution No. 514 of 3rd June 1958 it was decided that for handling the caisson of Hughes Dry Dock the shore lascars borne on the Senior Dockmaster's establishment, Alexandra Dock should each be granted with effect from 1st May 1958 a caisson allowance of Rs. 2/- per month, the allowance to be treated as part of the wages of the men concerned, for computation of overtime allowance due to them under the Minimum Wages Act. The allowance of Rs. 2/- was restricted for payment only to the shore crews and not to the members of the dock Flotilla staff. According to the Union under Trustees Resolution No. 866 of 1958 the term shore lascars was defined to include shore lascars first and second class and their tindals and syrangs. In 1959 it was felt that there should be uniformity of payment of caisson allowance to the shore staff of the Alexandra Dock and the Prince's and Victoria Docks. It was, therefore, suggested that the shore staff of the Prince's and Victoria Docks should also be paid the caisson allowance at the rate of Rs. 2/- per month. Later upon an objection by the Accounts Department the decision under Trustees Resolution No. 514 of 1958 and 866 of 1958 for payment of caisson allowance of Rs. 2/- per month for handling caisson work at the Hughes Dry Dock to the shore lascars borne on the Senior Dock Master's establishment Alexandra Dock came to be reviewed on the ground that

- (a) the caisson work forms part of the normal duties of men; and
- (b) the Port Department shore crews work now on two shifts per day basis whereas they were formerly working in a single shift.

This objection was not upheld as it was pointed out that the grounds advanced by the Government audit had been taken into account by the Trustees before they took the decision recorded in T. R. No. 514 of 1958.

"Thereupon the Trustees by Resolution No. 558 of 16th June 1959 sanctioned payment of caisson allowance to the Dock Master's staff working the shore establishment at Prince's and Victoria Docks also at the rate of Rs. 2/- per month.

"Thereafter, on 20th December, 1960 the Union claimed that as the Alexandra Dock Flotilla staff were being called upon to attend to the work of caissons they should be paid 50 per cent of the special allowance for caisson work or in the alternative they should not be called upon to undertake such work. The Bombay Port Trust by its reply dated 20th January 1961 informed the Union that the handling of the caisson which is a floating craft is part of the normal duties of the dock crew and as the work is occasional the demand

was not justified. The Union in its letter dated 17th February, 1961 addressed to the Deputy Secretary of the Bombay Port Trust submitted that when the Administration had decided to discontinue the special allowance to the Flotilla staff the Union and the workers concerned had not raised any objection because the Flotilla crew was then not called in for the removal of the caisson and the work used to be done by the Shore Workers of the Alexandra Dock; that it was also due to the fact that the Union had sponsored the claim that the special allowance for the work of the caisson should be paid to the shore lascars only. But the conditions prevailing which had induced the union to take that stand had changed by the order of the Senior Dockmaster under which the Flotilla was started for being used for the removal of the caisson and as such there was no inconsistency in the claim made by the Union that the dock Flotilla workers should be paid 50 per cent of the special allowance for work in connection with the caisson. The Union further claimed that it was not correct to say that the handling of the caisson was part of the normal duties of the dock Flotilla crew and therefore they could not be considered eligible for payment of special allowance. It pointed out that if the arguments were accepted it would also be part of the normal duties of the shore crew to handle any floating mechanism either self-propelled or towed inside the docks; but in spite of this fact the shore crew were being paid the special allowance and from the beginning caisson work was not considered to be part of the normal duties of either the shore crews or the dock Flotilla crew. The Union denied that the work of the dock Flotilla crew was occasional and intermittent and argued that if intermittency is to be made applicable, it would apply four square to the shore crews of the Dock Master for the simple reason that the dock Flotilla staff have to remain on board their vessel and attend to maintenance of steam stoking of fire and other jobs whereas the shore crews remain inactive when no ships are required to be towed through the dock entrance for the purpose of mooring or unmooring. As the Administration could not agree to the Union's demand the Union decided unilaterally to stop undertaking any caisson work. Ultimately by T. R. No. 339 of 18th April, 1963 the Trustees decided that caisson allowance at the rate of Rs. 2/- per head per month should be paid to 308 employees of the dock Flotilla staff working under the Senior Dock Master, Alexandra Dock.

"Later, upon a representation by the Union the Trustees under their Resolution No. 1145 decided to extend the benefit of the payments of caisson allowance to certain other categories and the Union was informed of it by the Administration's letter dated 25th January, 1964"

20. According to Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust the Caisson allowance is a special allowance. Special allowance is paid for shouldering extra burden and responsibility. The Unions have not proved that the claimants in this reference are actually shouldering the extra burden and responsibility to enable them to justify the claim for caisson allowance. The Unions should have lead evidence to prove that the workmen are actually engaged for 8 hours during the day and that the management has been somehow expecting them to shoulder the additional burden of handling the caisson. As the Unions have failed to prove their case the demand of the Unions for the additional allowance under the name of Caisson allowance is liable to be rejected.

21. In my opinion, the argument advanced by Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust referred to above cannot be accepted. Handling of Caisson is not the usual work of the workmen in question. They have to do this work in addition to their main duties. Handling of Caisson requires skill, strain and fatigue. It is important difficult and responsible work. It involves risk. It is a special type of job which can be done only by experienced workers.

22. Shri Salim M. Merchant has observed in his Award in Reference No. CGIT-43 of 1965 para 29 page 3339 (Gazette of India, September 16, 1967 Part II, Sec 3(ii)) as follows:—

"The conclusion that I have reached on the evidence of the B.P.T's witnesses coupled with what I saw and was told at the inspection both at the

Alexandra Dock and the Princes and Victoria Docks is that the work on the Caisson is undoubtedly an important operation and I do believe that the work done by the Flotilla Crew calls for skill and involves hazards. I am fortified in this conclusion from the observations contained in T.R. No. 653

It is clear that even Bombay Port Trust in its T.R. No. 653 admits the importance of the work of handling Caisson. In view of this, it is clear that the employees, handling the Caisson have to shoulder more burden and responsibility.

23. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the Unions' approach in making a demand for granting Caisson allowance on the ground that other employees of the Bombay Port Trust are getting the same, is a negative approach and not a positive one and that the same be not granted. This contention cannot be upheld. What the Unions' claim is that the principle on which this allowance is paid to other employees of the Bombay Port Trust, be made applicable to the employees in this reference. It cannot be said that this approach is negative. It is certainly a positive approach.

24. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that as the Caisson is handled by the workmen on some occasions, there is no justification for the grant of any Caisson allowance for the work, that no Caisson allowance can be allowed for occasional performance of duties and that special allowance is payable only for the daily performance of Caisson work. In support of this contention he relies on 1963 (II) L.L.J., Page No. 365 (Eastern Bank Ltd. and Shivadas Vishnu Nalk and others) and provisions of Desai Award Paragraphs 5.220, 5.225, 5.226, 5.242 and 5.288.)

25. The ruling relied upon by Shri Shetty has no application to this case. In that case special allowance was claimed under Paragraph 164(b)(1) of Sastri Award. In the present case, Caisson allowance is claimed on the historical ground, usage and practice prevailing in the Bombay Port Trust and the Trustees' Resolutions. Similarly, provisions of Desai Award have no application to the facts of the present case.

26. The statement produced at Ex. E-2 shows the dates of handling of Mere-wether Dry Dock Caisson during the years 1966, 1967 and 1968. It appears that the Caisson was handled on 51, 66 and 72 occasions in the years 1966, 1967 and 1968 respectively. It cannot be therefore said that the handling of Caisson was on rare occasions.

27. The Bombay Port Trust has examined Shri P. A. Karle, Officer-in-Charge, Dry Docks. His evidence is at Ex. E-3. His evidence shows that on an average each Caisson operation requires half an hour. About 25 persons are required for handling the Caisson on each occasion. In addition to this work of operating Caisson, repair work is attended to by the employees.

28. Admittedly crews of Dock Flotilla and crews of the Alexandra Dock get Caisson Allowance for handling Caisson. Statement showing handling of Caisson work by Shore and Dock Flotilla crew from 1963 to 1965 is given in Shri Salim M. Merchant's Award in CGIT-No. 43 of 1965. It is as follows:—

Year	No. of jobs attended by Shore crew		Total	No. of jobs attended by Flotilla crew		Total
	Alexandra Dock	Princess & Victoria Docks.		Alexandra Dock	Princess & Victoria Docks	
1963	165	51	216	24	4	28
1964	153	51	204	18	—	18
1965	158	39	197	27	7	34

If we compare the total number of jobs attended by the Flotilla crew in the years 1962, 1964 and 1965 with the total number of jobs attended to by the workmen in the present reference, it will be clear that the present workmen are handling Caisson on more occasions than Flotilla crew. If Flotilla crew get Caisson allowance for operating Caisson on few occasions, it is not understood as to why the workmen operating Caisson at Mere-weather Dry Dock and Merewether Dry Dock Pumping station should not get Caisson allowance. The contention of Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust that the claimants should not be given Caisson allowance because they do not operate Caisson daily, cannot be therefore accepted.

29. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the categories of shoremen and chargemen mentioned at S Nos. 10 and 12 are not at all concerned with the work of operating Caisson even occasionally and that they should not be given Caisson allowance. This contention cannot be accepted.

30. Shri P. A. Karle, the witness for the Bombay Port Trust admits (Ex. E-3) that Shoremen and Chargemen working at the Merewether Dry Dock also help the operations of the Caissons. In view of this admission, the Bombay Port Trust cannot say that Shoremen and Chargemen are not at all concerned with the work of operating Caisson even occasionally. In fact they do help the operations of Caissons.

31. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the handling of Caisson by the workmen at Merewether Dry Dock and Merewether Dry Dock Pumping Station is a part of their normal duty and that they should not be therefore given any Caisson allowance for this work.

32. It appears from the history of the Caisson allowance mentioned above in Paragraph 19 that the payment of this allowance in the Bombay Port Trust commenced in 1896. The Chairman of the Bombay Port Trust was of the view that the handling of the Caisson which was a floating craft was part of the employees' normal duties but at the practice was longstanding he did not wish to disturb it. It also appears from the history of the Caisson allowance, that the objection of Government audit to grant of Caisson allowance on the grounds.

- (i) the caisson work forms part of the normal duties of men, and
- (ii) the Port Department shore crews work now on two shifts per day basis whereas they were formerly working in a single shift,

was not upheld by the Bombay Port Trust as it was pointed out that the ground advanced by the Government audit had been taken into account by the Trustees before they took the decision recorded in the T. R. No. 514 of 1958. In view of these facts, the contention raised by Shri R. K. Shetty in this respect cannot be upheld.

33. Shri R. K. Shetty, contends that out of 86 employees and 12 employees working under Shri P. A. Karle, Officer-in-Charge (Evidence at Ex. E-3) Dry Docks at Merewether Dry Dock and Merewether Dry Dock Pumping Station respectively only about 25 persons handle a Caisson operation, and that on account of this Caisson allowance be not paid to those workmen who do not actually take part in the operation of the Caisson. This contention cannot be also accepted. The history of Caisson allowance given above in paragraph 19 of this judgment shows that the fee was distributed to all the men irrespective of the number of men attending on the jobs. As there is a practice to give this allowance to all the employees, prevailing in the Bombay Port Trust since long, and as this work has to be done in a team, it is but fair that this allowance should be given to all the workmen irrespective of the number of men working on the job.

34. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that if Caisson allowance was granted to some employees by way of concession, the same cannot be extended to the workmen in this reference.

35. In the same establishment if some allowance is given to particular employees, for doing a particular work, and if the same is not given to other employees doing the same work, this amounts to discrimination and unfair labour practice. Such discrimination cannot be allowed. To continue such discrimination will be against the principles of natural justice, equity and good conscience. I am therefore unable to accept the view of Shri R. K. Shetty, that if Caisson allowance was granted to some employees by way of concession, the same may not be extended to the employees in question.

36. Shri Karle's evidence (Ex. E 3) shows that besides the employees working at Merewether Dry Dock and Merewether Dry Dock Pumping Station, two other employees belonging to the Port Department also help the Caisson operation. These two workmen are one tindal and lascar from the Shore crew of Princess and Victoria Docks. These two employees are not doing any superior work in carrying out the operation of Caisson as compared to other workmen.

37. Admittedly Shore crew employees get Caisson allowance, but the employees in question do not get any allowance, though they actually operate the Caisson. They also began to demand Caisson allowance, when the employees in other sections began to get this allowance. As other employees are getting Caisson allowance there is no justification to refuse to give the same allowance to them, who actually operate Caisson.

38. In short, considering the history of Caisson allowance, the practice of giving Caisson allowance to some employees in the Bombay Port Trust and the Trustees' Resolutions Nos. 558 of 1957 (Ex. W-5), 453 of 1958 (Ex. W-3), 514 of 1958 (Ex. W-4) and 558 of 1959 (Ex. W-2) and other resolutions referred to in the judgement while mentioning the history of Caisson allowance and the arguments of both unions and the Bombay Port Trust, I hold that the employees of the Merewether Dry Dock and Merewether Dry Dock Pumping Station are justified in claiming an additional allowance for handling the Merewether Dry Dock Caisson.

39. The next point for consideration is "If so, at what rate should such allowance be paid and from what date?"

40. My finding on this point is that it should be paid at the rate of Rs. 6/- per month with effect from the date of reference, i.e., 22nd June, 1967.

41. It appears that during the course of hearing of Reference Nos. 1 of 1963, 3 of 1963 and 1 of 1964 before Shri Meher, Presiding Officer, Central Government Industrial Tribunal, the parties before him agreed that the Caisson allowance of Rs. 2/- given to Shore Tindal, Syrang (Shore Grade II), Syrang (Shore Grade I), Lascars of Class I and II and Tindal Jolly Boats should be raised to Rs. 6/- per month with effect from 1st October, 1957.

42. Later on, Reference No. 43 of 1965 was made to Shri Salim M. Merchant Presiding Officer, Central Government Industrial Tribunal, Bombay. In that reference the schedule was as follows:—

"Whether the crews of the Docks Flotilla of the Trustees' Port Department are entitled to claim payment of caisson allowance at the same rate as that applicable to the crews of the Alexandra Dock Shore establishment? If so, whether such payment should be made with any retrospective effect and if, from what date?"

43. Shri Salim M. Merchant awarded Caisson allowance to the crew of the dock flotilla of the Trustees Port Department at the rate of Rs. 6/- per month at the same rate at which the Caisson allowance is paid to the crew of the Alexandra Dock shore establishment.

44. In view of the consent, of the Bombay Port Trust to increase the Caisson allowance from Rs. 2 to Rs. 6 before Shri Meher and the Caisson allowance allowed at Rs. 6 to the crew of Dock Flotilla by Shri Salim M. Merchant in his award referred to above, I am of the view that the workmen working at the Merewether Dry Dock and Merewether Dry Dock Pumping Station, should also get Caisson allowance at the rate of Rs. 6 per month.

45. The Bombay Port Trust Employees' Union contends that the Caisson allowance should be paid to the workmen in question with retrospective effect from 1st October, 1957. The Bombay Port Trust General Workers' Union, Bombay has submitted at the time of arguments that it is left to the discretion of the Tribunal from what date relief should be given to the employees.

46. In the reference before me the expression retrospective effect has not specifically been used, while the same term has been specifically used in the reference before Shri Salim M. Merchant, which I have referred to above. As there is no specific mention about retrospective effect in the schedule in the present reference, I think the intention while making the reference to this Tribunal was that relief, if any allowed, should be with effect from the date of reference or from any date thereafter. Considering the term of schedule, I am of the view that the Caisson Allowance should be allowed to the employees in question with effect from 22nd June, 1967.

47. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that if the Caisson Allowance is given to the employees of the Merewether Dry Dock and Merewether Dry Dock Pumping Station the Unclean allowance paid to the Scavengers and the miscellaneous allowance of Rs. 2 paid to the Khalasis should be discontinued and that if any other allowance is paid to any other category it should also be discontinued.

48. Shri S. K. Shetye, General Secretary of the Bombay Port Trust Employees' Union concedes that as regards miscellaneous allowance paid to the Khalasis it should be discontinued or that the grant of the Caisson allowance should be inclusive of this allowance. He however contends that the Unclean allowance paid to the Scavengers, should not be discontinued. The Scavengers get this allowance for cleaning and that this allowance has no concern with the Caisson allowance. There is much force in this contention. Even if the Caisson allowance is given to the Scavengers, they will have to be given the Unclean allowance allowed to them on account of peculiar type and nature of work they carry out.

49. In view of the above findings, I accept the demand of the workmen in question with effect from 22nd June, 1967 and pass the following order:—

ORDER

- (i) It is hereby declared that the workmen of Merewether Dry Dock and Merewether Dry Dock Pumping Station are justified in claiming additional allowance for handling Merewether Dry Dock Caissons at the rate of Rs. 6 per month per head with effect from 22nd June, 1967.
- (ii) Miscellaneous allowance paid to each Khalasi in Merewether Dry Dock and Merewether Dry Dock Pumping Station ceases to continue with effect from 22nd June, 1967.
- (iii) The Unclean allowance paid to each Scavenger working in Merewether Dry Dock and Merewether Dry Dock Pumping Station shall be in addition to the Caisson allowance at the rate of Rs. 6 to be paid with effect from 22nd June, 1967.
- (iv) Award is made accordingly.
- (v) No order as to costs.

(Sd.) N. K. VANI, Presiding Officer,
Central Government Industrial Tribunal
No. 2, Bombay.

[No. 28(27)/67 LR-III.]

S.O. 2201.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Bombay in the industrial dispute between the employers in relation to the Bombay Port Trust Bombay and their workmen, which was received by the Central Government on the 14th May, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

REFERENCE No. CGIT-2/5 OF 1968

Employers in relation to Bombay Port Trust, Bombay

AND

Their Workmen

PRESENT:

Shri N. K. Vani, Presiding Officer.

APPEARANCES:

For the Bombay Port Trust, Bombay—Shri R. K. Shetty, Dy. Legal Adviser.

For the Bombay Port Trust General Workers' Bombay—Shri S. Maitra, General Secretary and Shri S. R. Chitre, Audit Inspector.

STATE: Maharashtra.

Industry: Ports and Docks.

Bombay, dated 23rd April, 1969.

AWARD

By order No. 28/56/65/LRIV dated 16th July, 1965, the Government of India, in the Ministry of Labour & Employment, in exercise of the powers conferred by

sub-Section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred to the Central Government Industrial Tribunal, Bombay, for adjudication, an industrial dispute, existing between the employers in relation to the Bombay Port Trust, Bombay and their workmen represented by the Bombay Port Trust General Workers' Union, Bombay in respect of the matter, set forth in the schedule, mentioned below:—

SCHEDULE

"Whether the order of merit-cum-suitability followed in determining the *inter-se* seniority of the Clerks, 'A' scale of the Accounts Department who were selected after a test in 1962 for appointment as and when vacancies arose to posts of Audit Inspector, Grade III, in that Department and eventual absorption in the Inspectorate cadre needs any modification and, if so, in what respects?"

2 Later on, by order No. 22/8/68-LRIII, dated 25th November 1968 the Central Government transferred this reference to this Tribunal No. 2, for adjudication.

3 The facts giving rise to this reference are as follows:—

4 The Deputy Chief Accountant, Bombay Port Trust, issued a circular No. E/CA-14841 dated 26th June 1962 (*vide* Annexure A, Page 13 in Ex. W-1) to the Branch Officers of the Department requesting them to recommend the names of the candidates, who in their opinion, were suitable from amongst the clerks 'A' scale, Shroffs, Assistant Stock Verifiers Grade II and 'B' scale clerks, who were already due for confirmation or for acting in leave preparatory to retirement vacancies as a result of upgradation of 98 posts of clerks 'B' scale to those of Clerks 'A' scale under Resolution No. 351, dated 24th April 1962 for the post of Audit Inspector Grade III.

5. As the number of candidates recommended by the Branch Officers was very large, the Dy. Chief Accountant, by his circular No. E/CA-17733, dated 6th August 1962 (*vide* Annexure 'C' Page 26 in Ex. W-1) informed them that it had been decided to hold a preliminary written test of one hour's duration on 11th August 1962, for testing candidates' ability to express himself in English, aptitude for doing Audit work and elementary general knowledge, that only those candidates who would do very well in the written test, would be later on called for interview and that the candidates concerned be informed about this.

6. On 11th August 1962, 77 candidates appeared for the test examination. Out of them only 16 candidates were called for interview on 28th September 1962 and 7 on 5th October 1962. Out of those 23 candidates, 21 candidates were only selected and placed on the panel of Audit Inspectors Grade III, in the following order of precedence:—

S.No.	Name	Date of appointment for the purpose of continuous service.	Academic qualification.
1	Shri F. J. Mistry	18-4-1952	Matriculation
2	Shri A. D. D'Souza	1-2-1949	S. L. C. Ex.
3	Shri T. G. Jondhale	3-12-1952	S.S.C.
4	Shri J. B. Antao	4-1-1955	S.S.C.
5	Shri S. R. Chitre	20-2-1956	S.S.C.
6	Shri B. M. H. Antao		
7	Shri R. V. Patwardhan	13-12-1951	S.S.C.
8	Shri V. P. Bhatawadekar	9-1-1953	S.S.C.
9	Shri R. T. Sathe	4-1-1951	S.S.C.
10	Shri S. K. Thakur	9-1-1953	B.A. (Special)
11	Shri M. B. Tawde		

I	2	3	4
12	Shri V. S. Lowlekar	22-4-1954	Int. Science (P. A. Hons.)
13	Shri I. H. Bobat	22-1-1956	P.Sc.
14	Shri J. G. Bagwe	21-2-1956	S.S.C.
15	Shri M. G. Parulekar	10-8-1957	S.S.C.
16	Shri I. C. Bilichandani	28-12-1951	B.A. (Special)
17	Shri M. S. Pradhan		
18	Shri S. D. Patankar	16-2-1956	B.Sc.
19	Shri P. N. Shintre	23-2-1956	Int. Science
20	Shri H. Y. Mulla	13-1-1953	Int. Science
21	Shri M. G. Dehadray	28-5-1955	B. Sc.

Out of 21 candidates, three candidates namely Sarvashri B. M. H. Antao, M. B. Tawde and M. S. Pradhan at S. Nos. 6, 11 and 17 respectively have left the service of the Bombay Port Trust.

6. The formation of the panel in the above order of precedence resulted in supersession of eight persons, duly qualified in the test, by their junior colleagues.

7. As the clerical staff was dissatisfied with this method of Bombay Port Trust administration determining seniority on the basis of merit-cum-suitability and not on the basis of seniority-cum-suitability, the Bombay Port Trust General Workers' Union, under its letter No. GW/1/9-148, dated 11th December 1963 made a grievance about this to the Bombay Port Trust Administration (hereinafter referred to as 'the employer').

8. As no reply was received from the employers, the matter was taken up for discussions with the Chairman, Bombay Port Trust on 7th December 1964. On instructions from the Chairman, the Chief Accountant has written a letter No. U/Q4996, dated 8th December 1964 to the Union (*vide* copy Annexure 'G', Page 31 in Ex. W-1) stating,

- (a) that right from the time when the cadre of Inspectors was created, the criterion of merit has been applied in determining the seniority of clerks for transfer to the cadre,
- (b) that the Ex-Chairman, Bombay Port Trust, Shri L. T. Gholap, has passed orders in 1956 specifying that all vacancies in the Inspectorate should then onwards be filled by selecting the required number of persons from amongst the 'A' scale clerks instead of only 25 per cent vacancies being filled directly in accordance with the principle of selection;
- (c) that Trustees' Resolution No. 478 of June 1963 does not refer to the Inspectorate and was only in connection with clerical cadre;
- (d) that a complete revision of list of seniority is impracticable and cannot be considered.

On the receipt of this letter, the Bombay Port Trust General Workers' Union wrote a letter No. CW/1/9/148/64, dated 22nd December 1964 (*vide* Annexure H, Page No. 33 in Ex. W-1) to the Chairman of the Bombay Port Trust, explaining the employees' case and praying that if the Union's suggestions could not be accepted, the dispute be referred under a joint application to an Industrial Tribunal or an Arbitrator for adjudication or arbitration.

9. It seems that after some correspondence between the employers and the Union the Assistant Secretary of the Bombay Port Trust has written a letter No. L/GEE-G(u)/482, dated 15th February 1965 to the General Secretary, Bombay Port Trust General Workers' Union as follows:—

Dear Sir,

Audit Inspectors, Grade III, Accounts Department—Dispute regarding seniority.

With reference to the correspondence ending with your letter No. GW/1/9-148, dated 5th February 1965 on the above subject, I am to state that this was again discussed with you by the General Manager on the 12th instant. As you were informed during the discussions, in view of the changes which have taken place in the method of recruitment to the post of Audit Inspector, Grade III, the Administration is willing to agree, commencing from the next selection, to the seniority of Audit Inspectors Grade III, being regulated on the basis of their seniority in posts of Clerk 'A' scale, as proposed by you. In view, however, of the practicable administrative difficulties, it is regretted that it is not possible to reopen past cases and to refix the seniority in post of clerk 'A' scale....."

10. As the dispute regarding seniority of candidates placed on the panel for appointment as Audit Inspectors Grade III, dated 11th October 1962, could not be settled, joint application was given by the employers in relation to the Bombay Port Trust and their workmen represented by the Bombay Port Trust General Workers' Union, Bombay to the Central Government for making reference to the Tribunal. On this basis of this application, this reference has been made to the Tribunal.

11. Shri S. Maitra, General Secretary, Bombay Port Trust General Workers' Union, Bombay has filed written statement at Ex. W-1 on 5th October 1965.

12. According to the Union, the Trustees' Resolution No. 492 of 31st May, 1955 lays down that the selection of Class III employees of the Accounts Department eligible for promotion to the post of Junior Assistant Accountant should be made on the basis of a written examination together with an oral test and the seniority of those promoted to officers' cadre being fixed on the basis of their seniority in service and not on the date of passing of the selection examination. This resolution also directed that necessary regulation should be framed and submitted for sanction in due course. The relevant rules are accordingly framed by the Chief Accountant and sanctioned by the Board of Trustees' under their Resolution No. 141 dated 5th February 1957. Rule 12 of Appendix 'B' to Trustees' Resolution No. 141 dated 5th February, 1957 was further amended by the Trustee's Resolution No. 889/62. As per these rules, seniority of Class III employees eligible for promotion to the post of junior Asstt. Accountant is determined on the basis of their continuous service in the Port Trust. If the seniority of Class III employees can be determined on promotion to the officers' cadre on the basis of their length of service in the Port Trust, why the seniority of the 'A' scale clerks who likewise qualify in the written test and *viva voce* for promotion to the Inspectorate cadre should not be determined on the basis of their continuous length of service under the Bombay Port Trust.

13. According to the Union, Bombay Port Trust follows the principles provided in the Fundamental Rules of the Government of India, usage and practice prevailing in other establishments of the Government, i.e. Accountant General Office, as can be seen from Trustees' Resolution No. 889/62, in all matters when specific conditions of service have not been laid down. Why the same principle of seniority governing promotion of Class III employees to the officers' cadre in the Accounts Department should not be made applicable in the case of 'A' scale clerks who qualified in the written test and *viva voce* in 1962, for promotion to the posts of Audit Inspector Grade III.

14. According to the Union, in 1942 after holding two examinations the first four candidates (successful candidates) from the respective waiting lists were promoted according to their seniority in service, to the post of Audit Inspector, Grade IV (which has been now designated as Class III). This was done in accordance with the practice followed in the Accountant General's office in respect of S.A.S. examination. In 1948, while making a panel of Audit Inspectors, seniority of Sarvashri S. M. Nandgaonkar, R. R. Karnik and K. V. Shevde was determined on the basis of their length of service. Shri S. D. Bhawe had qualified himself for the post of Junior Asstt. Accountant in 1959 examination, but Shri Bhawe was ranked junior to Shri Damle, as Damle was senior to him in service. In 1962, Shri W. K. Kanitkar stood first in the examination, but he was placed fourth in the panel of selected candidates for the post of Junior Assistant Accountant, on the basis of his length of service. In the office of the Accountant General, Government of India, promotion to higher rank is always given on the basis of seniority (i.e. length of service) of the employees, passing S.A.S. examination. In the Government of Maharashtra, at Sachivalaya, seniority amongst staff is determined on the basis of their length of service.

15. According to the Union, in the past whenever examinations for selection of 'A' scale clerks for promotion to the cadre of Audit Inspector Grade III used to be held, the Chief Accountant used to obtain Chairman's prior approval for holding the test, procedure to be adopted in connection with the test and other details. In 1962, no such approval of the Chairman was obtained by the Chief Accountant. Moreover, the result of the test examination was not declared, but kept top secret. The Chief Accountant, adopted a new procedure and system in 1962 without the sanction and approval of the Chairman, Bombay Port Trust. The procedure adopted by the Chief Accountant for holding the test was faulty and defective.

16. According to the Union, the preliminary written test for the purpose of selection of candidates for the post of Audit Inspector Grade III held under the employers circular No E/CA-17733 dated 6th August, 1962 was a qualifying test and not a competitive test. Seniority of the successful candidates in this examination should have been determined on the basis of their length of service and not on the basis of numbers of marks obtained in the examination. The method adopted by the Bombay Port Trust in fixing the seniority on the basis of merit, ignoring the length of service of the candidates concerned, has caused discontentment in the minds of the senior staff whose future chances of promotion are blocked on account of junior becoming their seniors.

17. According to the Union, the *inter se* seniority of the clerks 'A' scale of the Accounts Department, who were selected after the test held in 1962 for appointment as and when vacancies arose to the posts of Audit Inspectors, Grade III, in that Department and eventually absorbed in the Inspectorate cadre should be determined on the basis of the total length of their continuous service in the Port Trust with effect from the date on which the panel was brought into force.

18. The Secretary for Bombay Port Trust has filed written statement at Ex. E-1 on 29th December, 1965 on behalf of the Trustees of the Port of Bombay. It is contended that to promote persons on the basis of their merit is a management function, that the Industrial Tribunal has no jurisdiction to interfere in such promotions, that the clerks and other candidates who offered themselves for being tested for the purpose of promotion to the post of Audit Inspector, Grade III, knew that their seniority would be fixed in the order of marks obtained by them in the test conducted for the purpose, by the Chief Accountant of the employer and that inasmuch as they accepted that condition, they are stopped from raising the dispute that they should be promoted not on the basis of their performance in the examination and *viva voce* test but on the basis of their total continuous service in the Port Trust. It is further contended that the categories of Audit Inspectors, Grade III and Clerks being different, the clerks do not have a vested right to claim promotion to the former post on the basis of their seniority and that inasmuch as promotion to the post of Audit Inspectors Grade III is not automatic, it should be determined on the basis of their performance in the test for maintaining efficiency.

19. According to the employers, the framing of panel is meant only for the purpose of promotion of persons to the higher posts. It should be left to the discretion of the employers to formulate principles for framing the said panel in the best interest of the Administration. This discretion could not become a subject matter of industrial adjudication.

20. According to the employers, commencing from the next selection they have agreed to the seniority of Audit Inspectors, Grade III, being regulated on the basis of their seniority in posts of clerks, 'A' scale as proposed by the Union (*vide* their letter No. L/GEE-G(u)/482 dated 15th February, 1965 addressed to the General Secretary, Bombay Port Trust General Workers' Union by their Assistant Secretary) with a view to avoid unrest and to establish industrial peace in their Chief Accountant's Department. They expected that the Union would not press its claim for retrospective effect but unfortunately it has not appreciated the spirit of conciliation on the part of the Administration to bring about tranquility and peace in the said Department. If the demand of the Union for retrospective effect is conceded, it would upset the acting arrangements, made in various sections, and create series of further industrial disputes in respect of the period from 1956 to 1962, during which promotion of employees to the post of Audit Inspectors Grade III were made on the basis of their merit-*cum*-suitability and not on the basis of their clerical seniority.

21. According to the employers, rules framed by them for the promotion of Class III employees of the Accounts Department to the Officer cadre, have no bearing on the selection to be made to the Inspectorate cadre for which there

was no set of Rules. The selection of candidates for promotion to the post of Audit Inspector, Grade III, made in the year 1962 was on the basis of merit-cum-suitability in accordance with the Chairman's order of 1956. The panel framed in the year 1962 was framed on the basis of merit-cum-suitability in accordance with the practice followed in this regard in the earlier selections. There is no warrant whatsoever to change the ranking given by the Selection Committee to the candidates placed on the panel. The Union's demands in this reference be, therefore, rejected.

22. According to the employers, they conceded to consider the past service in the category of 'A' scale and not to consider the total past service in the Port Trust of an employee who might appear for the next test for the purpose of framing a panel for promotion as Audit Inspectors Grade III (Vide their letter No. L/GEE-G(u)/482 dated 15th February, 1965). The Union's demand for taking into consideration the total service of an employee for the purpose of framing the necessary panel be also rejected.

23. The important point for consideration is whether the order of merit-cum-suitability followed in determining *inter-se* seniority of the clerks 'A' scale of the Accounts Department who were selected after a test of 1962 for appointment as and when vacancies arose to posts of Audit Inspector, Grade III, in that Department and eventual absorption in the Inspectorate cadre needs any modification, and if so, in what respects?

24. My finding on this point is in the negative for the following reasons:—

25. On the basis of written examination and oral test, 21 candidates were selected and placed on the panel for appointment as Inspector Grade III on 11th October, 1962 (vide Ex. No. 1 on page 17 in Ex. E-1). *Inter-se* seniority of these candidates was fixed on the basis of their merit and not on the basis of their seniority.

26. On 23rd February, 1963, out of 21 candidates, 7 candidates (mentioned at S. Nos. 2, 7, 15, 16, 17, 20 and 21 in the panel referred to above) made representation to the Chief Accountant, Bombay Port Trust (vide Ex. E-5) praying that the panel of candidates adjudged suitable for promotion to the Inspectorate cadre be composed in accordance with the seniority in service of the selected candidates and not on the basis of merit-cum-suitability of the respective candidates.

27. Later on, the Bombay Port Trust General Workers' Union raised the dispute in this respect with the Bombay Port Trust. On 2nd December, 1964 Shri Maitra made a representation regarding the grievances of the employees to the Chairman, Bombay Port Trust (vide Annexure 'II' on Page 33 to the written statement of the Union Ex. W-1).

28. On 15th February, 1965, the Assistant Secretary of the Bombay Port Trust wrote a letter (vide Annexure 'M' on Page 58 to the written statement of the Union Ex. W-1) to the General Secretary Bombay Port Trust General Workers' Union, as mentioned in Para 9 above.

29. It is clear from the above mentioned letter that the Bombay Port Trust has accepted the Union's demand in respect of the seniority of Audit Inspectors Grade III being regulated on the basis of their seniority in the post of clerk 'A' scale, commencing from the next selection i.e. from 1965 onwards. The Bombay Port Trust have, however, refused to reopen the past cases.

30. Shri Maitra for the Union contends that the seniority of 'A' scale clerks in the Bombay Port Trust selected for appointment as junior Assistant Accountants on the basis of written examination together with oral test is determined on the basis of their seniority in service in the Port Trust and that if the seniority of class III employees can be determined on promotion to the officers cadre on the basis of their length of service in the Port Trust, why the seniority of the 'A' scale clerks, who likewise qualify in the written test and *viva voce* for promotion to the Inspectorate cadre should not also be determined on the basis of their continuous length of service under the Port Trust?

31. The Bombay Port Trust has framed rules for the promotion of class III employees of the Accounts Department to the officers cadre (vide annexure I to the written statement of the Union Ex. W 1 on Page 40). Rule 10 is as follows:—

"An employee shall be declared successful in the examination and deemed to be qualified for promotion to the officer cadre if he has secured not less than 35 percent marks in each of the written papers and *viva voce* test and not less than 45 percent on the whole".

Rule 11 is as follows:—

“A waiting list of all qualified class III employees shall be maintained, the names of the employees being arranged in the order of their seniority in the Port Trust service. As and when ‘promotion vacancies’ arise, the employees, if otherwise suitable shall be appointed to the relative posts of Junior Assistant Accountant in the order in which their names are arranged in the waiting list.”

32. It is clear from rule 10 mentioned above that the test of the candidates taken on the basis of written examination and *viva voce* for selection to the post of Junior Assistant is a qualifying test and not a competitive test. Similarly Rule 11 shows that the seniority of the selected candidates will be in the order of their seniority in the Port Trust service. These rules however do not apply to the selection of ‘A’ scale clerks for the appointment as Audit Inspector Grade III. Hence the *inter se* seniority of the candidates selected for appointment as Audit Inspectors, Grade III, on the basis of their written test and *viva voce*, cannot be determined on the basis of these rules.

33. According to Shri Maitra, under the authority of Trustees’ Resolution No. 141 of 1957 and 889/62, it has been decided by the Bombay Port Trust that persons appointed to the officer cadre from amongst the class III cadre should have their seniority in the officer cadre arranged in the order of their seniority in the Port Trust service. The promotions to the officer cadre from the clerical cadre (being outside the normal channel of promotion of the latter, the rules framed by the trustees of the Port of Bombay are equally applicable for appointments to the posts of Audit Inspectors Grade III from amongst the clerical cadre. Refusal to adopt a similar procedure of rules will amount to discrimination, inequality and unfair labour practice.

34. Right from the time, when the cadre of Inspectors was created the criterion of merit has been applied in determining the seniority of clerks on transfer to that cadre. In this connection, Shri Gholap, the Chairman of the Bombay Port Trust passed orders in 1956. In that year it was decided that all vacancies in the Inspectorate should from then onwards be filled by selecting the required number of persons from among ‘A’ scale clerks. It was clearly laid down at that time that the selection should be made on the basis of merits and suitability. Prior to 1956 only 25 per cent of the vacancies in the inspectorate were available to the clerks but even those 25 per cent vacancies were filled in strictly in accordance with the principle of selection. It was also specifically provided in the orders then in force that, if no suitable person was available from among the clerks to fill such a vacancy a person having the necessary educational qualification etc. should be recruited from outside. It means that merits have all along been the sole criterion for the determination of the *inter-se* seniority of the Inspectors. As merit is the sole criterion for determining the *inter-se* seniority of the Inspectors, refusal to fix *inter-se* seniority of these clerks on the basis of their length of service in Bombay Port Trust does not amount to discrimination, inequality and unfair labour practice.

35. Shri Maitra for the Union contends that in all matters where specific conditions of service have not been laid down under S. 22, sub-clause 9 of the Port Trust Act, the Bombay Port Trust follows the principles provided in the Fundamental Rules and usage and practice prevailing in other establishments of the Government, chiefly the Accountant General’s office, and that on that basis the *inter-se* seniority of those candidates selected for appointment as Audit Inspectors Grade III be fixed on the basis of their length of service in Bombay Port Trust.

36. According to Shri Maitra,

(i) in the Accounts Department of the Central Railway, a written examination known as the Appendix IIA examination is held for the departmental promotions of clerks grade IV to the posts of clerks Grade I. The candidates passing the prescribed examination are promoted strictly in terms of their seniority in that Department and not on the basis of the marks obtained by them in the examination.

(ii) in Sachivalaya, Bombay, the S.R. Asstts. employed in various departments are departmentally promoted to the posts of Superintendents on the basis of written examinations determining their seniority, on the basis of their seniority in their respective departments and not in the order of the marks obtained by them in the written examination.

- (iii) In the Accountant General's Department, Upper Division Clerks, passing Subordinate Accounts Service examination which is held in all India basis, are promoted as Superintendents or Assistants not in the order of marks obtained by them but strictly according to their seniority in service.

37. Relying on the practice regarding departmental promotions made, in the office of the Accountant General, Accounts Department of the Central Railway and Sachivalaya Bombay on the basis of written test and determining *inter-se* seniority of the selected candidates on the basis of their length of service and not on the basis of their merit, Shri Maitra contends that the *inter-se* seniority of the 'A' scale clerks, selected for appointment as Audit Inspectors Grade III on the basis of written test and *viva voce* be determined on the basis of their length of service in Bombay Port Trust, and not on the basis of their merit-cum-suitability. In all the departments referred to above, written test and *viva voce* if any, taken for departmental promotions, are qualifying tests under the rules concerned. Hence the practice followed in those departments is no criterion for determining the *inter-se* seniority of 'A' scale clerks, selected for appointment to the posts of Audit Inspectors Grade III in 1962, because there was no specific rule at that time under which the written test and *viva voce* were treated as qualifying tests.

38. Shri Maitra for the Union contends that in 1942, after holding two examinations the first four successful candidates from the respective waiting lists were promoted according to their seniority in service, to the posts of Audit Inspector IV (now III). He also contends that all the previous selections of Audit Inspectors made subsequent to the examinations held in 1942 were based on the recommendations of the suitable candidates by their Branch Officers concerned. In 1962, the Bombay Port Trust reverted to the procedure of holding examination, for selecting the candidates. In view of the practice followed in 1942, the *inter-se* seniority of the candidates, while preparing the panel in 1962, should have been fixed on the basis of their length of service in Bombay Port Trust.

39. On 26th June 1962, Dy. Chief Accountant issued a circular No. E/CA-14841 (*vide* Annexure 'A' on Page 13 in Ex. W-1) requesting the Branch Officers to recommend suitable candidates after ascertaining from them as to whether they were prepared for transfer. In making the recommendations, the Branch Officers were to be guided by the following considerations:—

- (i) Candidates should not be over 40 years of age and should possess an aptitude for outdoor work.
- (ii) Candidates who are recommended should possess a minimum service of 5 years in the Department. Honours Graduates appointed directly to posts of 'A' Scale clerk against 25 per cent vacancies reserved for them should possess at least one year's service.
- (iii) The candidates recommended should be willing in due course, to finally opt for the Inspectorate Cadre and surrender their lien in their permanent posts in the clerical cadre.

Recommendations of the Branch Officers with the latest confidential reports on the candidates concerned were expected to reach the Dy. Chief Accountant not later than 2nd July, 1962. On scrutinising the recommendations candidates were to be interviewed, if necessary on a suitable date to be notified later.

40. As large number of candidates were recommended by the Branch Officers in response to the circular No. E/CA-14841 dated 26th June, 1962, Dy. Chief Accountant decided to hold a preliminary written test of one hour's duration, at the Revenue Audit Office on Saturday 11th August, 1962 from 3 P.M. to 4 P.M., with a view to test the candidates' ability to express himself in English, his aptitude for doing audit work and elementary general knowledge. He also decided to call for interview only those candidates, who would do very well in the written test. Branch Officers were requested to apprise the candidates, whose names were sent in by them for consideration (*vide* Annexure 'C' on Page 26 in Ex. W-1).

41. It will be clear from the above mentioned two circulars that the eligible candidates who were to be considered for appointment to the post of Audit Inspectors (Grade III) knew that they would be required to appear for written test and *viva voce* and that their claims would be considered on merit.

42. From Annexure 'D' on Page 27 in Ex. W-1, it is clear that the future selection as already indicated in the note dated 23rd September, 1955, was to be made on the basis of merit and suitability from among the 'A' scale clerks, which term would also include Asstt. Stock Verifier, Grade II.

43. Considering the annexures 'A', 'C' and 'D' referred to above, it will be clear that promotion of 'A' scale clerks to the post of Audit Inspectors Grade III was to be made on the basis of merit-cum-suitability, at the time of selection in 1962. The candidates, who were considered for appointment to the post of Audit Inspectors, Grade III in 1962 selection, knew that their claims would be considered on merit-cum-suitability. As they offered themselves to be considered for these posts on the basis of merit-cum-suitability and not on the basis of seniority-cum-suitability, they cannot now raise a dispute saying that their inter-se seniority be fixed on the basis of seniority-cum-suitability. Hence Shri Maitra's contention that considering the previous instances of fixing the seniority of the candidates selected for appointment to the post of Audit Inspectors, on the basis of their length of service in Bombay Port Trust, the seniority of 'A' scale clerks selected for appointment to the post of Audit Inspectors in 1962, should also be fixed on the basis of their seniority in service, cannot be accepted.

44. Shri Maitra contends that prior to 1962 whenever examination for selection of Audit Inspectors used to be held, the Chief Accountant used to obtain prior approval of the Chairman of the Bombay Port Trust, but in 1962 no such approval was obtained, and that on account of this the procedure followed by the Chief Accountant in selecting 'A' scale clerks for appointment to the post of Audit Inspector Grade III was defective. This contention cannot be upheld. In 1962, the Chief Accountant followed the directions of the Chairman given in 1956. It was not therefore necessary for him to obtain the prior sanction for holding written test and *viva voce* for the selection of candidates on the basis of merit-cum-suitability. There was, therefore, no defect in the procedure followed by the Chief Accountant, in selecting the candidates.

45. Shri Maitra contends that the results of 1962 written test were kept top secret and not declared, and that there was room for favouritism. I am unable to uphold this view. Candidates were informed that those who would do very well in the examination would be only called for interview. After the written test, out of 77 candidates who appeared for test, 23 candidates were called for interview. This shows that only 23 candidates did well in the examination. It is not shown by the Union by positive evidence that some partiality was done to some candidates, with a view to drop them. No sinister motive can be attributed to the Chief Accountant, simply because the results of the written examination were kept secret.

46. Shri Maitra for the Union contends that the employers' circular No. E/CA-17733 dated 6th August, 1962 under which it was decided to hold a preliminary written test for the purpose of selection of candidates for the post of Audit Inspector Grade III shows that it was only a qualifying test and not a competitive test. This contention cannot be upheld.

47. The circular No. E/CA-17733 dated 6th August, 1962 clearly mentions that those, who do very well in the written test will be later on called for interview. This shows that the written test was not a qualifying test, but a merit test. If it would have been only a qualifying test, the circular would have mentioned that the candidates, securing a particular number of marks would be eligible for selection. If the previous history regarding the selections of 'A' scale candidates for appointment as Audit Inspectors Grade III is taken into consideration, it will be clear that their selection was made purely on the basis of merit-cum-suitability and not on the basis of their seniority in the service.

48. Shri Maitra for the Union contends that inasmuch as the Bombay Port Trust has accepted their demand regarding the fixation of seniority of 'A' scale clerks, to be selected for appointment as Audit Inspectors Grade III after 5th February, 1965, on the basis of their seniority in posts of clerk 'A' scale (*vide* annexure 'M' on page 58 in the written statement Ex. W-1) there should be no difficulty in fixing the seniority of 'A' scale clerks, selected in 1962 for appointment as Audit Inspectors, on the basis of their length of service in the Bombay Port Trust and that their demand in this respect be accepted.

49. If the relative ranking of the Inspectors selected in 1962 is changed in the manner, demanded by the Union, those selected prior to 1962, i.e. in the previous years, might also ask for a similar change in their seniority. This would involve

the upsetting of the many of the appointments made in the past, causing dislocation all over the Department. There would be lot of administrative inconvenience. Moreover the past appointments were made with due regard to the orders in force from time to time. The validity of those orders cannot be challenged now.

50. Generally, whenever, rules changing the service conditions are made, they are given prospective effect. When amendment to the Comptroller and Auditor General's Manual of standing orders, First Edition (Reprint) No. 51 dated 2nd July, 1956, was made, it clearly mentioned that the amendment would come into force from the date of the first Subordinate Accounts Service Examination to be held in 1956 (*vide* Ex. W-8). The Government of Maharashtra made certain rules regarding examination for promotion to the post of Superintendents in Secretariat Departments (*vide* Ex. W-4). It clearly mentions that these new rules shall come into force with effect from 1st January, 1962 and shall apply to all persons recruited to the Upper Division of the Subordinate Secretariat Service on or after that date. If the Union's demand regarding the fixation of *inter-se* seniority of the candidates, selected for appointment to the posts of Audit Inspectors in 1962, on the basis of their length of service in the Bombay Port Trust and not on the basis of merit-*cum*-suitability, is accepted, it will prejudice the interest of the candidates who got seniority on the basis of merit-*cum*-suitability. Acceptance of the Union's demand in respect of panel of 1962 would cause great injustice and hardships to the junior candidates who got seniority on the basis of merit-*cum*-suitability. It is quite likely that some of those efficient and able juniors might not have accepted the post of Audit Inspector Grade III, if the seniority would have been fixed on the basis of the length of service in the Bombay Port Trust. In these circumstances, the Bombay Port Trust have rightly turned down the demand of the Union in respect of the panel of 1962, while conceding the demand in respect of future selections.

51. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the discretion of the employers to promote persons on the basis of their merit is a managerial function and that the Tribunal has no jurisdiction to interfere with this.

52. The Union in this case is not claiming that a particular person should be promoted. What it claims is that the *inter-se* seniority of the candidates, selected for appointment to the post of Audit Inspectors, in 1962 be determined on the basis of their length of service in the Bombay Port Trust and not on the basis of merit-*cum*-suitability. The Tribunal can consider whether the *inter-se* seniority has been rightly fixed according to the prevailing rules of the Bombay Port Trust or not. Hence the preliminary objection raised by Shri Shetty, Dy. Legal Adviser of the Bombay Port Trust in this respect cannot be sustained.

53. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that it was clear to the clerks and others who offered themselves for being tested for the purpose of promotion to the post of Audit Inspector Grade III, that their seniority would be fixed in order of marks obtained by them in the test conducted for the purpose by the Chief Accountant of the Bombay Port Trust and that the clerks having accepted the offer without 'demur' are now estopped from raising the dispute, that they should be promoted, not on the basis of their performance in the examination and viva voce test but on the basis of their total continuous service in the Port Trust. There is much force in this contention.

54. As the 'A' scale clerks offered themselves for being considered for the appointment to the post of Audit Inspector, Grade III on the basis of merit-*cum*-suitability at the time of 1962 selection, they cannot now contend that the *inter-se* seniority of the selected candidates, in the selection of 1962, should be determined on the basis of their length of service in the Bombay Port Trust and not on the basis of merit-*cum*-suitability. They are estopped from raising their dispute regarding *inter-se* seniority in respect of 1962 selection.

55. The categories of Audit Inspectors Grade III and the clerks are different. The promotion of clerks to the post of Audit Inspectors is not automatic. Hence the general rule of promoting persons merely on the basis of their seniority in the service does not apply to the promotion of clerk to the post of Audit Inspector Grade III. These promotions had to be made in 1962 on the basis of merit as per circular issued by the Chief Accountant in the light of the directions given by the Chairman in 1956.

56. For the reasons given above, I hold that the Union's demands made in this reference cannot be accepted. I, therefore, pass the following order:—

ORDER

- (i) It is hereby declared that the order of merit-cum-suitability followed in determining the *inter-se* seniority of the clerks 'A' scale of the Accounts Department who were selected after a test in 1962 for appointment as and when vacancies arose to the posts of Audit Inspector Grade III, in that Department and eventual absorption in the Inspectorate cadre does not need any modification, in any respect.
- (ii) Award is made accordingly.
- (iii) No order as to costs.

(Sd.) N. K. VANI,
Presiding Officer,

Central Government Industrial Tribunal No. 2, Bombay.

[No. 28/56/65/LRIV.]

K. D. HAJELA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 23rd May 1969

S.O. 2202.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Patmohna Colliery, Post Office Sitarampur, District Burdwan and their workmen, which was received by the Central Government on the 13th May, 1969.

'CENTRAL GOVERNMENT' INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 5 OF 1969

PARTIES:

Employers in relation to the Patmohna Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, *Presiding Officer*.

APPEARANCES:

On behalf of Employers.—Shri M. P. Baliase, Chief Personal Officer

On behalf of Workmen.—Shri Kalyan Shankar Roy, Vice-President, Colliery Mazdoor Sabha.

STATE: West Bengal.

INDUSTRY: Coal Mine.

AWARD

By Order No. 1/30/68-LRII, dated November 4, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Patmohna Colliery and their workmen to the Central Government Industrial Tribunal at Dhanbad, for adjudication, namely:

"Whether the management of Patmohna Colliery Post Office Sitarampur, District Burdwan was justified in directing the workmen employed at 7 and 8 Inclines of the Colliery to proceed on leave without pay for three months with effect from the 19th August, 1968? If not, to what relief are the workmen who refused to proceed on leave entitled?"

By a subsequent order dated January 2, 1969, the Government of India exercised its powers under sub-section (1) of Section 33B of the Industrial Disputes Act,

1947, withdrew the proceedings from the Industrial Tribunal at Dhanbad and transferred the same to this tribunal, for adjudication.

2. The parties did not file their written statements in this reference. On April 28, 1969, which had been fixed for peremptory hearing of the reference, time was given for negotiating a settlement. To-day, the workmen represented by the Colliery Mazdoor Sabha and the management filed a joint petition of compromise settling the dispute.

3. Now that the dispute has been settled, I pass an award in terms of the settlement. Let the petition of compromise form part of this award.

Dated, May 7, 1969.

(Sd.) B. N. BANERJEE,

Presiding Officer.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL, CALCUTTA.

REFERENCE No. 5 OF 1969

PARTIES:

Employers in relation to M/s. Patmohna & Bharatchak Collieries Co (P) Ltd, P.O. Sitarampur, Dist., Burdwan.

Vs.

Their workmen represented by Colliery Mazdoor Sabha, Asansol.

The humble petition of both the above mentioned parties most respectfully sheweth:—

1. That the above case is pending before the Hon'ble Tribunal for adjudication.

2. That the parties have come to an amicable settlement on the following terms:—

(a) That the management would pay the workers who were rendered idle with effect from 19th August, 1968 and subsequently resumed their duties in the following manner:—

(i) Those workers who resumed their duties between 19th August, 1968 to 15th October, 1968 shall be paid Rs. 50/- *exgratia*.

(ii) Those workers who resumed their duties between 16th October, 1968 to 31st December, 1968 shall be paid Rs. 100/-

(iii) Those workers who resumed their duties between 1st January, 1969 to 28th February, 1969 shall be paid Rs. 160/-

(iv) Those workers who resumed their duties between 1st March, 1969 till date shall be paid Rs. 170/-

3. That the above money will be paid on the 16th and 17th June, 1969, at the colliery office.

4. That the period of unemployment from 19th August, 1968 till the day of resumption of duty will be counted as attendances for the purpose of leave etc.

5. That the parties in the circumstances pray that the Hon'ble Tribunal may be graciously pleased to admit this agreement and give its award in terms thereof.

And for this, the petitioners shall as in duty bonds, ever pray.

(Sd.) KALYAN SHANKAR ROY,

Vice President

Colliery Mazdoor Sabha,

Asansol.

(Sd.) M. P. BALIASE,

Chief Personnel Officer,

Patmohna & Bharatchak Collieries,

Co. (P) Ltd.,

P.O. Sitarampur,

Distt. Burdwan.

Dated Asansol, the 6th day of May, 1969.

S.O. 2203.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to Ningha Colliery Post Office Kalipahari, District Burdwan and their workmen, which was received by the Central Government on the 16th May, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 8 OF 1969

PARTIES:

Employers in relation to the Ningha Colliery.

AND

Their workmen.

Present:

Shri B. N. Banerjee,—Presiding Officer

APPEARANCES:

On behalf of Employers—Shri D. Basu Thakur, Legal Adviser, Bengal Chambers of Commerce & Industry.

On behalf of Workmen—Shri Sunil Muzumdar, General Secretary, Ningha Colliery Mazdoor Union.

STATE: West Bengal

INDUSTRY: Coal Mine²

AWARD

By Order No. 6/65/68-LRII, dated January 13, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Ningha Colliery and their workmen, to this tribunal, for adjudication, namely:—

“Whether the management of Ningha Colliery, Post Office Kalipahari, District Burdwan was justified in dismissing Shri Nasir Mia, Pump Khalasi with effect from the 1st May, 1968? If not, to what relief is the workman entitled?”

2. Written statements were filed both by the management and by the workmen represented by their trade union, the Ningha Colliery Mazdoor Union. The case made on behalf of the workman was that the concerned workman, Nasir Mia, was a Pump Khalasi. The management served a chargesheet upon the workman falsely implicating him with the tampering of the cable lines of the management. The workman submitted a reply to the charge denying the same. The management, it was alleged, did not hold any domestic enquiry in the presence of the workman and he was dismissed without any enquiry. The further case pleaded on behalf of the workman was that the concerned workman was an illiterate person. He submitted the reply and merely affixed his thumb impression at the bottom of the reply. Strangely, however, the enquiry proceedings bore his alleged signatures which were fabrications and were manufactured for the purpose of giving a show of reality to proceedings which were not held. On the aforesaid allegations claim was made on behalf of the concerned workman for reinstatement with back wages.

3. In the written statement filed on behalf of the management, it was, however alleged:

“***The Company states that Shri Nasir Mia was on duty on 2nd February 1968 in the 2nd shift at Sripur Pump and his duty hours was from 3-30 P.M. to 11-30 P.M. that at about 8 P.M. a report was received by Rasul Mia Pump Fitter, who was also on duty at that time from the section Electrician Shri Muslim Mia that the Pump of 8 West Dip (W.D.) was not functioning properly. On receiving the said report Shri Rasul Mia went down to the said section and found that there was no defect in the pump.

Sri Rasul Mia met the opposite party Shri Nasir Mia and told him to give him a report at the end of his shift to enable Shri Rasul Mia to submit his report to the Engineer. Shri Rasul Mia was waiting at the Pit top about 12 midnight after the end of 2nd shift to receive the report of Shri Nasir Mia. When Shri Nasir Mia came out from underground after the end of the 2nd shift he was caught by Shri Faruque Khalasi Incharge of the 2nd shift as Shri Faruque found that Shri Nasir Mia was not able to walk properly. On search of the body of Shri Nasir Mia it was found that Shri Nasir Mia ties ten pieces of armoured cable (measuring about 10" to 12" each) around his body under his shirt and put a napkin (Gamcha), on his shoulder so that the stolen goods were not visible.

Shri Faruque reported the matter to the Engineer Shri Bamacharan Banerjee and the said Engineer immediately went for Shri K. Rahman, Assistant Personnel Officer of Ningha Colliery. Shri K. Rahman on reaching the report asked Shri Nasir Mia to make a statement about the incident. Shri Nasir Mia admitted before Shri K. Rahman that he had cut about 10' to 12' of armoured cable from 8 West Dip (W.D) and was taking the same for sale by concealing in his body."

It was further alleged in paragraph 5 of the said written statement:

"***The Company states that on 13th February, 1968 the Company by its letter No. CS/E/31/68 dated 13th February, 1968 sent Shri Ram-sagar Singh, Chaprasi, informing that an enquiry would be held on 19th February, 1968 but as the said Shri Nasir Mia was not available the said notice of enquiry could not be served on him. Thereafter, the Company by its letter No. CS/E/34/68 dated 20th February 1968 informed Shri Nasir Mia that the enquiry would be held on 22nd February 1968 and Shri Nasir Mia received the same and put his thumb impression in the office copy of the said notice. Shri Nasir Mia, however, did not turn up at the enquiry on 22nd February 1968 and the said enquiry was adjourned. That thereafter the Company by its letter dated 27th February 1968 informed Shri Nasir Mia that an enquiry would be held on 4th March 1968 at 10 A.M. The said letter was sent by registered Post."

In paragraph 6 of the written statement it was alleged that at the enquiry, held on March 4, 1968, Nasir Mia was present and he put his signature, in Bengali, on the deposition sheets after the close of the evidence of each of the company's witnesses. It was also stated in paragraph 6 of the written statement:

"***Shri Nasir Mia also in the said enquiry admitted his guilt and put his signature in Bengali therein. In the said enquiry the guilt of Shri Nasir Mia was proved to the hilt and he was dismissed by Company's letter dated 30th April 1968."

This is the sum total of the pleadings on which I need proceed.

4. Although serious charge of fabrication of documentary evidence had been made against the management, Mr. Sunil Mazumdar, General Secretary of the Ningha Colliery Mazdoor Union, who represented the workman, neither chose to file any documentary evidence nor examined any witness in proof thereof. This is highly unfortunate. Mr. Basu Thakur, who appeared on behalf of the management, produced and caused to be proved the chargesheet which also contain the reply given by the workman written on a part thereof (Ext. 1), the preliminary statement made by Nasir Mia admitting his guilt (Ext. 2), copies of notice of enquiry sent to Nasir Mia (Exts. 3, 4, and 5), the proceedings of enquiry, signed by the concerned workman (Ext. 6), the findings of the enquiry committee (Ext. 7) and the letter of dismissal (Ext. 8). He also examined the Assistant Personnel Officer of the management, Khasiur Rahman, who was also one of the members of the enquiry committee as a witness before this tribunal. It appears from Ext. 1 that Nasir Mia the concerned workman put his thumb impression in token of receipt of the charge sheet and also put another thumb impression at the bottom of his reply. On the same document, there are certain writings in Bengali, under the column meant for reply, which were said to be in the hand writing of Nasir Mia. Ext. 2, the first statement said to have been made by him contained signature of Nasir Mia, as witness Khasiur Rahman deposed Notice, Ext. 4 for the enquiry to be held on February 22, 1968 however, does not

bear his signature but his thumb impression. Each page of the enquiry proceedings are said to bear his signature. Thus, the position is that there is either his thumb impression or his signature on different documents. A literate person does not ordinarily put his thumb impression. He puts his signature. This arouses a suspicion that the signatures may not be the signatures of Nasir Mia but are fabrications made by somebody. Witness Khasiur Rahman was asked to explain this anomaly. All that he could reply was:

"I am unable to explain why Nasir Mia, a literate person, put his thumb impression on his reply."

Suspicion is, however, not proof. In the absence of the concerned workman, in the absence of anybody else deposing on behalf of the workman and also in the absence of effective cross-examination proving that the witness examined on behalf of the management was not a witness of truth, I am not in a position to come to a conclusion that the signatures of Nasir Mia must have been all fabricated signatures. The management produced documents and examined a witness. The trade union of the workman did not lead any evidence to the contrary. I, therefore, do not uphold the contention of the trade union that the signatures of Nasir Mia on the exhibits were fabricated signatures.

5. Once I come to the conclusion, there is nothing to show that the enquiry was vitiated in any way. The employer made out a *prima facie* case and did not appear to have acted *mala fide*. It does not also appear that there was any want of good faith or that there was victimisation or unfair labour practice or that the management was guilty of basic error or violation of principles of natural justice or that on the materials findings were completely baseless or perverse.

6. I, therefore, uphold the findings arrived at the enquiry. That being so, the order of dismissal need not be interfered with.

7. In the view that I take, the management of Ningha Colliery was justified in dismissing Nasir Mia, Pump Khalasi, with effect from May 1, 1968. The workman is not entitled to any relief.

This is my award.

(Sd) B. N. BANERJEE,

Presiding Officer.

Dated, May 13, 1969.

[No. 6/65/68-LRII.]

New Delhi, the 28th May 1969

S.O. 2204.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Presiding Officer, Central Government Industrial Tribunal, Jabalpur, in the matter of an application under section 33A of the said Act, from Shri Santosh Kumar Chaturvedi, son of Shri Umashankar Chaturvedi, Post Office Jhagrakhand Colliery, District Surguja (Madhya Pradesh), represented by Shri Gulab Gupta, General Secretary, Madhya Pradesh Colliery Workers' Federation.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
1600, WRIGHT TOWN, JABALPUR

Dated April 2, 1969.

PRESENT:

Shri G. C. Agarwala, *Presiding Officer*.

CASE No. CGIT/LC(A)(2) OF 1969 U/s 33-A I.D. ACT.

PARTIES:

Sri Santosh Kumar Chaturvedi, S/o. Sri Umashankar Chaturvedi, at P.O. Jhagrakhand Colliery, Dist., Surguja (M.P.)—*Complainant*.

Vs.

M/s. Jhagrakhand Collieries Pvt., Ltd., at P. O. Jhagrakhand Colliery.
Dist., Surguja (M.P.).—Opp. Party.

APPEARANCES:

For Complainant.—Shri Gulab Gupta, General Secretary, M.P.C.W. Federation.

For Opp. Party—Shri P. S. Nair, Advocate.

INDUSTRY: Coal

DISTRICT: Surguja, (M.P.).

AWARD

This is an application under Section 33-A I.D. Act by one Shri S. K. Chaturvedi against the management of the Jhagrakhand Colliery who took training in the grade of Turner in I.T.I. Konl district Bilaspur. Before he could get a certificate, he had to obtain practical training and therefore he applied to the management on 4th June, 1967. The management by letter dated 3rd July, 1967 (Ex. W/1) took him as an "In-plant Trainee" on a monthly stipend of Rs. 45. It was, however, stated in the order that after completion of training he would have no claim for employment. According to the complainant, after completing the period of training he had been requesting the management to put him on permanent roll and they had been asking him to continue and had assured him that the case would be considered. The management, however, by an order dated 29th September, 1968 (Ex. W/2) terminated his employment with effect from 1st October, 1968. He alleged that this was *mala fide* because he had been pressing for permanent absorption and had also demanded arrears. According to the complainant, there was a breach of Section 33 I.D. Act in as much as two references one dated 21st March, 1968, [Reference No. CGIT/LC(R) (24)/68] and the other dated 25th November, 1959, [Reference case No. CGIT/LC(R) (57)/58] had been pending. The management contested and stated that he was taken as an "In-plant Trainee" for six months and was allowed to continue on his own request. Since there was no prospect of permanent employment, his training was terminated. He was not a "workman" within the meaning of Industrial Disputes Act and Standing Orders. It was also alleged that there was no breach of Section 33 I.D. Act. The following issues were, therefore, framed:—

Issues:

1. Was the complainant "workman" within the meaning of I.D. Act and the Standing Orders?
2. Was there any breach of Section 33?
3. To what relief if any is the complainant entitled?

Findings:

Issue No. 1.—Under Section 2(s) I.D. Act an "apprentice" is also included as a "workman". Under the Certified Standing Orders employees have been classified and in Clause 1(f) apprentice is also a category of employee. Both these definitions, however, contemplate the employment of a person in that particular category. In the instant case, the complainant was only taken in for "In-plant Training" and not as an employee with a view to be absorbed after the period of apprenticeship. It was under a contract for a specified purpose and term and the definition of workmen under the I.D. Act or employee under the Certified Standing Orders will have no application. The complainant cannot avail of the benefit of definition of "workmen" under I.D. Act and an "employee" under the Certified Standing Orders. When he had not been employed as an apprentice employee, the complainant knew what was his status. According to Shri G. R. Bhandari, Group Personnel Officer (E.W. 1) after the period of six months was over, the complainant approached the Workshop Engineer to be allowed to continue his training and since there was no Agent the Workshop Engineer sent him a note and he recorded a note thereon that the training of Sri Chaturvedi be continued until further orders. The complainant himself in an application dated 18th August, 1968 (Ex. E/1) which he addressed to Group Engineer requested that he may be absorbed and given a chance. There is no mention of any prior application and the allegation of the complainant in his statement that he had

applied even earlier to be made permanent and also to be paid arrears is evidently a false one. He had been allowed to continue as a trainee on his own request and since he had not been appointed as an "apprentice" as envisaged under Section 2(s) of the I.D. Act or as an "apprentice employee" under Clause 1(f) of the Certified Standing Orders, he is not a workman so as to be entitled to apply for breach of Section 33 I.D. Act, which in this case did not take place at all as would appear from the finding of the succeeding issue.

Issue No. 2.—Even assuming that the applicant was a workman there was no breach of Section 33 I.D. Act. Out of the two references mentioned in the application, Reference case No. CGIT/LC(R)(57)/68 dated 25th November, 1968 has no application as the termination took place earlier on 1st October, 1968. For the other Reference No. CGIT/LC(R)(24)/68 there were two issues. One was with regard to the practice of paying underground allowance with leave wages and which was stopped by the management. The complainant was in no way concerned with the underground allowance. Issue No. 2 referred to the denial of concession to workmen envisaged by para 34 Chapt. XIII of the recommendations of Central Wage Board for the Coal Mining Industry which related to entitlement of class of railway fare. It was not alleged in the application how he was concerned in that dispute. In the evidence also there is no indication. As held by Supreme Court in *Digwadih Colliery Vs. Ramji Singh* reported in 1964-II-LLJ p. 143, it is for the complainant to show how Section 33 has been contravened. When no averment about the nature of the dispute and connection of the complainant had been made it would not be possible to infer that the complainant was in any way concerned with the dispute under reference and when he was not so concerned, there could be no contravention. Apart from this, even if his claim is accepted that he was an apprentice, the right of an apprentice is specifically stated in Chapt., XV Section 3 of the Central Wage Board for the Coal Mining Industry. The recommendations of the chapter have not been accepted by the Government. The management by their letter dated 18th October, 1967, on which the complainant relied as a basis of contract and wherein recommendations of Wage Board as accepted by the Government were accepted by the management cancelling all previous commitments, agreed to enforce such recommendations only as were accepted by the Government. Since apprentice chapter has not been accepted by the Government, it cannot be said that the management had agreed to implement the same. The complainant, therefore, does not become entitled to the railway fare concession automatically. It has not been shown that he was a member of the Union which sponsored the dispute. No connection, therefore, between the complainant and the dispute under reference has been shown to exist and therefore he was not a concerned workman in the dispute. Lastly, the termination was not by way of punishment. It was a discharge simpliciter. Although there is difference and conflict of decisions on the question, the preponderance of judicial decisions, however is in favour of the view that when there is no *mala fide* on the part of the management and the termination is by way of discharge simpliciter, Section 33 (2)(b) would not be attracted [vide *Hindustan Motors, Ltd. Vs. Mahendra Singh Dhantwal* and others reported in 1965-I-LLJ p. 612 (Calcutta High Court) and *National Machinery Manufacturers, Ltd. Vs. Vyas (P.D.)* and another (Bombay High Court), 1964-I-LLJ p. 624]. When Section 33(2)(b) is not attracted there is no violation so as to entitle the complainant to file an application under Section 33A I.D. Act.

Issue No. 3.—Even assuming that there was a breach, on merits the complainant has no claim. He had been taken in for his advantage to complete "In-plant training" before he could be entitled to the Turner's grade certificate from the I.T.I. On his own request he was allowed to continue further training. At no stage the management had indicated that they would absorb him in their establishment and had not taken him in employment as their own apprentice. Consequently, even if it be assumed that there was a breach of Section 33 which was not the case, the complainant would not be entitled to any relief.

Decision.—The result is that the complaint is dismissed. No order for costs.

(Sd) G. C. AGARWALA,

Presiding Officer

2-4-1969.

[No. 8/20/69-LRII.]

S.O. 2205.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the New Govindpur Colliery of Messrs New Govindpur Coal Company (Private) Limited, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 22nd May, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3)

AT DHANBAD

REFERENCE No. 29 of 1968.

PRESENT:

Sri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the New Govindpur Colliery.

AND

Their workmen.

APPEARANCES:

For employers: Shri S. S. Mukherjee and B. Joshi, Advocates.

For workmen: Shri Shankar Bose, Secretary.

STATE: Bihar

INDUSTRY: Coal

Dhanbad, dated the 13th of May, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the New Govindpur Colliery, P. O. Katrasgarh, District Dhanbad and their workmen, by its order No. 2/87/66-LRII dated the 6th of June, 1966 referred to the Central Government Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

"Whether the action of the management of New Govindpur Colliery of Messrs New Govindpur Coal Company (Private) Limited, Post Office Katrasgarh, District Dhanbad in denying work to Sarvasri Jogdish Jadav and Prayag Jadav, Trammers with effect from the 8th February, 1966 and 22nd February, 1966 respectively was justified? If not, to what relief are these workmen entitled?"

2. The Central Government Industrial Tribunal Dhanbad registered the reference as reference No. 112 of 1966 on its file. While it was pending there the Central Government, by its order No. 8/25/67-LRII dated the 8th of May, 1967 transferred the dispute to the Central Government Industrial Tribunal No. 2, Dhanbad where it was registered as reference No. 158 of 1967. The Central Government, by its subsequent order No. 8/71/68-LRII dated the 13th of August, 1968 transferred the dispute to this tribunal and here it has been re-numbered as reference No. 29 of 1968.

3. The Colliery Mazdoor Sangh filed the written statement on the 9th of September, 1967 on behalf of the workmen. Their case is that the concerned workmen Sarvasri Jagdish Jadav and Prayag Jadav have been working as Surface Trammers at the New Govindpur Colliery since March 1963. The aforesaid two concerned workmen were stopped from work all of a sudden without being assigned any reason with effect from 8th February, 1966 and 22nd February, 1966. The workmen submitted individual petitions to the manager requesting to allow them to resume work. But none of the concerned workmen were allowed to resume work. On the same night, that is on 23rd February, 1966 at about 9 P.M. the

manager of the colliery along with the proprietor, the General Supervisor Shri Kashi Nath Tiwary, the Labour Officer and two Chaprashis went to the quarter of the workmen concerned and ordered them to vacate it. On their refusal to do so, both the workmen were turned out by force. The workmen, however, made a joint complaint on the following day that is 24th February, 1966 addressed to the Manager. According to the union the denial of work and wages to the workmen concerned and their forcible eviction from their quarter are wrongful, mala fide and unjustified and their prayer is for re-instatement of the concerned workmen with full back wages and other benefits.

4. The employers filed their written statement on 11th July, 1966. Their case is that the concerned workmen were engaged as Surface Trammers sometimes in 1965 and even during that period their attendance was very irregular. Sri Jagdish Jadav worked upto 23rd October, 1965 and thereafter voluntarily absented from duties and Sri Prayag Jadav worked upto 19th February, 1966 and did not report for duties on any date hereafter. It was further contended that the concerned workmen were not allotted any quarter of the company and as such the allegation of turning out the workmen by force from any quarter is not correct. It was mentioned that on the night of 23rd February, 1966 there was a function in the colliery of National Council for Safety in Mines which lasted upto 11 P.M. in which the Manager along with the Labour Welfare Officer and others including the field Officer of the National Council for Safety in Mines were present.

5. On behalf of the management two witnesses were examined viz. Sri Butu Ram, the attendance clerk, MW-1 and Sri D. Biswas, MW-2, the Welfare Officer of the Colliery and seven items of documents were exhibited and they are marked as Ext. M-1 to M-7. On behalf of the workmen two witnesses viz. Sri Jagdish Jadav, WW-1 and Sri Prayag Jadav, WW-2, the concerned workmen were examined and seven items of documents were exhibited and they are marked as Ext. W-1 to W-7.

6. The point for consideration in this reference is whether the denial of work to Sri Jagdish Jadav with effect from the 8th of February, 1966 and the denial of work to Sri Prayag Jadav with effect from the 22nd of February, 1966 by the management is justified.

I will take up the case of these workmen separately.

Jagdish Jadav

7. The management has filed four registers (Ext. M-1 to M-4). They are the form B registers for the year 1964. These registers are proved by MW-1 Sri Butu Ram, the attendance clerk. These registers are filed by the management in order to show that the name of the concerned workman Sri Jagdish Jadav and Prayag Jadav do not appear in these form B registers for the year 1964. Sri Butu Ram, MW-1 has also proved the form B register for the year 1965 and it is marked Ext. M-5. The name of Sri Jagdish Jadav appeared in this register in serial No. 115 showing his appointment on 5th April 1965. In the form E registers (Ext. M-6 and M-7) the attendance of Surface trammers are noted. In Ext. M-6 the name of Jagdish Jadav appears upto 16th October, 1965 and from week ending 23rd October, 1965 his name does not appear in form E register. Ext. M-6 also shows that the attendance of Jagdish was very irregular. MW-2 Sri D. Biswas has also stated in his evidence that Jagdish was a surface trammer in 9 seam and that he always worked in 9 seam and was never transferred to work in any other seam. WW-1 Sri Jagdish Jadav has also stated in his evidence that he was working as Surface Trammer at seam No. 9 and that he always worked there and that he was never transferred to work in any other seam. Whenever he worked his attendance was recorded in the relevant colliery register. He further stated that he had no enmity with the attendance clerk and that the attendance clerk never stopped him from work. No case of victimisation has been made out by the union. It has also not been shown that the action of the management was unjust or arbitrary. According to the management Sri Jagdish Jadav was a trammer and he voluntarily absented himself after 16th October 1965 and this fact is proved by form F registers and form E registers which are statutory registers maintained under section 43(3) of the Mines Act and Rule 78 of the Mines Rules.

8. The evidence goes to show that the concerned workman Sri Jagdish Jadav voluntarily absented himself after 16th October, 1965

Sri Prayag Jadav

9. Ext. M-1 to M-4 are the form B registers for the year 1961. They are proved by MW-1 Sri Butu Ram, the attendance clerk of the management. The name of Sri Prayag Jadav does not appear in these registers. Sri Butu Ram, MW-1 has also proved Ext. M-5 (form B register for the year 1965). The name of Sri Prayag Jadav appearing in this register in serial No. 114 showing his appointment on 5th April, 1965. Ext. M-7 is form E register for the year 1965-66. In this register the attendance of Sri Prayag Jadav appears upto 23rd October, 1965 and again appears from 18th December, 1965 and continues upto 19th February, 1966. His attendance also appears to be irregular. Therefore, form B register shows that he was appointed on 5th April, 1965. Form E register shows that he worked upto 19th February 1966. According to MW-2 Sri D. Biswas, the Welfare Officer he was working as surface trimmer of 9 seam and he was never transferred to work in any other seam. WW-2 Sri Prayag Jadav, the concerned workman has also stated in his evidence that he was working in 9 seam and that whenever he worked his attendance was recorded in the attendance register. He further stated that he has no enmity with the attendance clerk. He further stated that he did not make complaint in writing to the Manager and that he does not say by whom he was stopped from work. No case of victimisation has been made out by the union nor it has been shown that the act of the management was either arbitrary or unjust. On the other hand evidence goes to show that Sri Prayag Jadav worked upto 19th February 1966 and thereafter voluntarily absented himself from work.

10. Both Jagdish Jadav and Prayag Jadav have stated in their evidence that they were evicted from their quarter. According to the management they had no quarter and the question of eviction does not arise. WW-1 Sri Jagdish Jadav has stated in his evidence that there was no number of his quarter and it was a Kutcha building. MW-2 Sri D. Biswas, the Welfare Officer of the colliery has stated in his evidence that they never evicted the concerned workmen on 23rd February, 1966. According to him on that date i.e. on 23rd February, 1966 there was a function of National Council for Safety in Mines and the function continued upto 11 P.M. and he himself and the manager and the labour staff were present in the function and therefore, the question of eviction on that night does not arise.

11. On the evidence I am inclined to believe the version of the management that the concerned workmen were not evicted from the quarter on 23rd February, 1966. This point strictly speaking is not material for the determination of the main issue.

12. I therefore, hold that the management of New Govindpur Colliery did not deny work to Sarvashri Jagdish Jadav and Prayag Jadav Trammers with effect from the 3th February, 1966 and 22nd February, 1966 respectively and consequently the workmen are not entitled to any relief.

13. This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,
Presiding Officer.

[No. 2/87/66-I.R.I.]

S.O. 2206. In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of East Basuria Colliery of Messrs East Basuria Colliery Company Private Limited, Post Office Kusunda, District Dhanbad, and their workmen, which was received by the Central Government on the 21st May, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3).
AT DHANBAD

REFERENCE NO. 11 OF 1968

PRESENT:

Shri Sachidanand Sinha M.A. M.L. Presiding Officer.

PARTIES:

Employers in relation to the East Basuria Colliery

Versus

Their workmen.

APPEARANCES:

For employers: Shri S. S. Mukherjee, Advocate.

For workmen: Shri S. S. Kapur, Advocate.

INDUSTRY: Coal

State: Bihar

Dhanbad, Dated the 14th May, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the East Basuria Colliery of Messrs East Basuria Colliery Company Private Limited, Post Office Kusunda, District Dhanbad, by its order No 2/149/68-LRII-I dated the 13th of August, 1968, referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

"Whether the management of East Basuria Colliery of Messrs East Basuria Colliery Company Private Limited, Post Office Kusunda, District Dhanbad was justified in retrenching Sarvashri Ramashis Singh and Tapeswar Pandey, Senior Over-men, with effect from the 15th July, 1968? If not, to what relief are these workmen entitled?

2. In this case the management filed the written statement on 7th October, 1968 and the Colliery Mazdoor Sangh filed the written statement on behalf of the workmen on 24th October, 1968.

3. It is unnecessary to state the respective cases of the parties because the dispute has been settled amicably. They have filed a compromise petition at annexure 'A'. According to the terms of settlement the management has agreed to pay a sum of Rs. 4,500 (Rupees Four thousand and five hundred only) to Shri Tapeswar Pandey and Rs. 4,500 00 (Rupees Four thousand and five hundred only) to Shri Ramashis Singh, the concerned workmen as ex-gratia in addition to compensation, one month's notice pay and other dues, if any, admissible and payable to the concerned workmen under section 25F of the I.D. Act in full and final settlement of the present dispute and the termination of the service of the concerned workmen with effect from 15th July, 1968 will stand and that the management has paid the amount referred to above and therefore no further claim whatsoever now on the management on any other account.

4. The terms of the compromise are fair and reasonable. Accordingly an award is made in terms of the joint petition of compromise, a copy of which is enclosed with the award.

5. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd) SACHIDANAND SINHA.
Presiding Officer.

**BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 3, DHANBAD**

In the matter of Ref. No. 11 of 1968

BETWEEN

The Employer in relation to East Basuria Colliery of Messrs East Basuria Colliery Co. (P) Ltd., Post Office Kusunda, District Dhanbad.

AND

Their Workmen as represented by Colliery Mazdoor Sangh, Dhanbad.

Joint Petition of Compromise

It is respectfully submitted by both parties i.e., The Employers of East Basuria Colliery and the Union representing the workmen as under:—

- (1) That this case is fixed for hearing today the 14th of May, 1969.
- (2) That both the parties without prejudice to their respective stands have, with a view to maintain harmonious Industrial relations, resolved the dispute amicably after mutual negotiations on the following terms:—

Terms of Settlement

- (a) That the management agrees to pay Rs. 4,500 00 (Rupees Four thousand and five hundred only) to Shri Tapeswar Pandey and Rs. 4,500.00 (Rupees Four thousand and five hundred only) to Shri Ramashis Singh the workmen concerned as ex-gratia in addition to compensation, one month's notice pay and other dues, if any, admissible and payable to the workmen concerned under Section 25 F of the I. D. Act in full and final settlement of the present dispute.
- (b) That the termination of the service of the concerned workmen with effect from 15th July, 1968 will stand.
- (c) That the management has paid the amount mentioned in para (a) above to the workmen concerned and the workmen have, therefore, no further claim whatsoever now on the management on any other account.
- (d) That the Union and the workmen concerned accept and agree to the above terms which are fair and reasonable.
- (3) That the parties shall bear their own costs. It is, therefore, humbly prayed that your honour may be graciously pleased to accept the aforesaid terms of compromise as fair and reasonable and be further pleased to give the Award accordingly.

And for this act of kindness your humble petitioners shall ever pray.

For Workmen:

(Sd.) Illegible.

Workmen concerned.

(1) (Sd.) Illegible.

....(2) (Sd.) Illegible.

13-5-69.

For Employers:

(Sd.) Illegible.

13-5-69.

Manager, East Basuria Colliery.

(Sd.) Illegible.

[No. 2/149/68-LRII]

S.O. 2207.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Godrugad Mines of Shri Motiram Odugujli Mesram Mines, Miragpur and their workmen, which was received by the Central Government on the 23rd May, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

Dated May 16th, 1969

PRESENT:

Shri G. C. Agarwala, Presiding Officer

CASE REF. No. CGIT/LC(R)(2) of 1969

PARTIES:

Employers in relation to the management of Sri Motiram Odugujli Mesram Mines, Miragpur.

Versus

Their workmen represented through the Secretary, Samyukta Khadan Mazdoor Sangh, P.O. Tirodi, Distt.—Balaghat.

APPEARANCES:

For employers.—Shri Motiram Odugujli Meshram.

For Opp. Party.—Shri P. K. Thakur, Vice President, Samyukta Khadan Mazdoor Sangh

INDUSTRY: Mine

DISTRICT: Balaghat (M.P.).

AWARD

By Notification No. 24/41/68-LRI, dated 27th January, 1969, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal for adjudication:—

Matter of Dispute

Whether the action of the management of Godrugad Mines of Shri Motiram Odugujli Mesram in stopping the workman Sri Nandhanwar from work and in terminating his services with effect from the 4th July, 1967, is justified. If not, to what relief is the workman entitled?

The case related to termination of service of a workman Shri Nandhanwar by the management with effect from 4th July, 1967. The dispute was raised by Samyukta Khadan Mazdoor Sangh but the workman concerned compromised the dispute and sent a communication to this Tribunal which was received on 12th May, 1969, intimating that he has no dispute left with the management. Both parties including the Union subsequently absented and therefore, the genuineness of the compromise is not doubted. A "No dispute" award as prayed is therefore recorded.

(Sd) G. C. AGARWALA,

Presiding Officer.

16-5-1969.

[No. 24/41/68-LRI.]

New Delhi the 30th May 1969

S.O. 2208.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri K. Sharan, Arbitrator, in the industrial dispute between the employers in relation to the management of Messrs Ghusick and Muslia Collieries Limited, Post Office Kalipahari, District Burdwan and their workmen, which was received by the Central Government on the 22nd May, 1969.

**BEFORE SHRI K. SHARAN, REGIONAL LABOUR COMMISSIONER (C)
A S A N S O L**

AND ARBITRATOR

PRESENT:

Shri K. Sharan, Regional Labour Commissioner (C), Asansol & Arbitrator.

PARTIES:

Employers in relation to Radhamadhavpur Colliery, Ghusick Colliery, Ghusick Workshop, Muslia Colliery, Central Officer and Kalipahari Colliery of M/s. Ghusick & Muslia Collieries Ltd., P O Kalipahari, Dist. Burdwan,

AND

Their workmen represented by the Colliery Mazdoor Sabha (A.I.T.U.C.), P. O. Raniganj Dist. Burdwan

APPEARANCES:

For the employer:—Shri M. P. Roy, Group Personnel Officer, M/S. Ghusick & Muslia Collieries Ltd., P. O. Kalipahari, Dist. Burdwan.

For workmen:—None.

INDUSTRY: Coal Mine

DIST.: Burdwan (West Bengal)

No. E.1/2(9)/68.

Asansol, the 30th April, 1969

AWARD

The Central Government, having received on the 9th September, 1968, a written agreement dated 4th September, 1968 between the employers in relation to Radhamadhavpur Colliery, Ghusick Colliery, Ghusick Workshop, Muslia Colliery, Central Office and Kalipahari Colliery of M/s. Ghusick & Muslia Collieries Ltd., P. O. Kalipahari, Dist. Burdwan (hereinafter referred to as the management) and their workmen represented by the Colliery Mazdoor Sabha (A. I. T. U. C.), P. O. Raniganj, Dist. Burdwan (hereinafter referred to as the Sabha) in pursuance of the provision of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947) referring the industrial dispute between them, the specific matters in dispute being as detailed below, to my arbitration and the Central Government being of the opinion that the industrial dispute referred to above existed between the said management and their workmen ordered publication of the said arbitration agreement in the Gazette of India, Part II, Section 3, sub-section (ii) under its order No. 1/4/68-LRII dated 27th September, 1968.

Specific matters in dispute

- "1. Keeping in view the recommendations of the Central Wage Board for the Coal Mining Industry as accepted by the Govt. of India in their resolution dated 21st July 1967 and also the nature of duties performed by the workmen concerned, whether the management of Radhamadhavpur Colliery, Ghusick Colliery, Ghusick Workshop Muslia Colliery, Central Office and Kalipahari Colliery (of M/s. Ghusick & Muslia Collieries Ltd.), P. O. Kalipahari, Dist. Burdwan have correctly and properly designated the workmen named below and have correctly and properly placed them in the grade/category and fixed their basic pay/wages in the scale of basic pay/wages as shown against their respective names?

Sl. No.	Name of the Colliery in which working	Name of the workmen	Existing designation	Existing Grade/Category	Existing scale of basic pay/wages.
1	2	3	4	5	6
1	Radhamadhavpur Colliery	Shri Ajit Chatterjee	Lamp Issuer	Gr. III	Rs. 180—5—230— 7—265/-
2	"	Shri Sushil Kr. Roy	Compounder.	Gr. E	Rs. 118—5—210— 7—273/-
3	"	Shri Purna Kr. Chatterjee.	Fan Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
4	"	Shri Biswapati Sinha	Fan Khalasi	Cat. II	Rs. 5.35—0.12—6.55
5	Ghusick Colliery	Shri Bhim Turi	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
6	"	Anil Mallick	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
7	"	Shri Golak Bouri	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
8	"	Shri Sakti Pada	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
9	"	Shri Sushil Mishra	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
10	"	Shri Kanta Sharma.	Filter	Cat. V	Rs. 7.95—0.28 10.75
11	"	Shri Kinkar Karmakar (according to management he has already resigned)	Black Smith	Cat. IV	Rs. 6.00—0.20 8.50

1	2	3	4	5	6
12	Ghusick Colliery	Shri Srinath Routh	S. L. Cleaner	Cat. II	Rs. 5.35—0.12— 6.55
13	"	Shri Vyas Pandit	Grain Mazdoor	Cat. I	Rs. 5.00—0.10— 6.00
14	"	Shri Ghaso Paswan	Grain Mazdoor	Cat. I	Rs. 5.00—0.10— 6.00
15	"	Shri Madan Mohan Konar	Chain Boy	Cat. I	Rs. 5.00—0.10— 6.00
16	"	Shri Kapildeo Ram	Chain Boy	Cat. I	Rs. 5.00—0.10— 6.00
17	"	Shri Chodi Singh	Body Searcher	Cat. II	Rs. 6.90—0.12— 6.55
18	"	Shri Nirmal Karmakar	Body Searcher	Cat. II	Rs. 6.90—0.12— 6.55
19	"	Shri Shambhoo Gope	Body Searcher	Cat. II	Rs. 6.90—0.12— 6.55
20	Ghusick Work-shop	Shri Nitai Roy	Store Boy	Cat. I	Rs. 5.00—0.10— 6.00
21	"	Shri Amulya Gope	Black Smith	Cat. IV	Rs. 6.90—0.20— 8.90
22	"	Nagen Mallick	Black Smith	Cat. IV	Rs. 6.90—0.20— 8.90
23	"	Shri Nanda Kr. Paul (according to manage- ment he has already resigned)	Carpenter	Cat. IV	Rs. 6.90—0.20— 8.90
24	"	Shri Parbati Kr. Jesh	Lethman	Cat. IV	Rs. 6.90—0.20— 8.90
25	"	Shri Bijoy Mallick	General Mazdoor	Cat. II	Rs. 5.35—0.12— 6.55
26	"	Shri Ramsevak Koiri	Helper	Cat. II	Rs. 5.35—0.12— 6.55
27	"	Shri Inul Haque	Fitter Mazdoor	Cat. I	Rs. 5.00—0.10— 6.00
28	Muslia Colliery	Shri Shanti Kr. Mukherjee	Mining Sirdar	Gr. E	Rs. 180—5—210—7 —273/-
29	"	Shri B. N. Ghosh	Mining Sirdar	Gr. E	Rs. 180—5—210—7 —273/-
30	"	Shri Bhenda Bouri	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
31	"	Shri Krishna Pada Daw	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
32	"	Shri Jhula Bouri	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
33	"	Shri Satya Mallick	Pump Khalasi	Cat. II	Rs. 5.35—0.12—6.55
34	"	Shri Bijoy Bhandari	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
35	"	Shri Modhu Bouri	Badli Worker	Category was not fixed.	
36	"	Shri Ajit Roy	Badli Worker	Category was not fixed.	
37	"	Shri Kamakshy Roy	Water Spray- ing Mazdoor	Cat. II	Rs. 5.35—0.12— 6.55
38	"	Shri Kamal Majhi	S. L. Cleaner	Cat. II	Rs. 5.35—0.12— 6.55
39	"	Shri Kalipada Dome	Fan Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
40	"	Shri Sakti Pada Daw	Pump Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
41	"	Shri Pearsi Chand	Line Mazdoor	Cat. II	Rs. 5.35—0.12— 6.55
42	"	Shri Sadhu Bouri	Fan Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
43	"	Shri Munkeshwar Pandey	Fan Khalasi	Cat. II	Rs. 5.35—0.12— 6.55
44	"	Shri Satya Bouri	Trammer	Cat. III	Rs. 5.90—0.15— 7.40

1	2	3	4	5	6
45	Munia Colliery	Shri Mangla Majhi	Trammer	Cat. II.	Rs. 5.90—0.15— 7.40
46	"	Shri Sona Bouri	Trammer	Cat. III	Rs. 5.90—0.15— 7.40
47	"	Shri Safal Majhi	Trammer	Cat. III	Rs. 5.90—0.15— 7.40
48	"	Shri Sukla Majhi	Trammer	Cat. II	Rs. 5.90—0.15— 7.40
49	"	Shri Nangoo Majhi	Trammer	Cat. III	Rs. 5.90—0.15— 7.40
50	"	Shri Puna Dome	Fitter	Cat. IV	Rs. 6.90—0.20— 8.90
51	"	Shri Umapada Roy	Fitter	Cat. IV	Rs. 6.90—0.20— 8.90
52	Central Office	Shri Suresh Ch. Roy.	Compounder	Gr. E	Rs. 118—5—2—210 —7—273/-
53	Kalipahari Colliery	Shri A.B. Roy	Overman	Gr. C.	Rs. 245—10—305— 15—440/-
54	"	Shri S. Mondul	Overman	Gr. C.	Rs. 245—10—305— 15—440.
55	"	Shri Haripada Dutta	S. L. Cleaner	Cat. II	Rs. 5.35—0.12— 6.55
56	"	Shri Bejoy Gopal Chakravorty	S. L. Cleaner	Cat. II	Rs. 5.35—0.12— 6.55
57	"	Shri Mahadeo Kurmi	S. L. Cleaner	Cat. II	Rs. 5.35—0.12— 6.55
58	"	Shri Kamakshya Dutta	S. L. Cleaner	Cat. II	Rs. 5.35—0.12— 6.55
59	"	Shri Md. Abid	C.C. Machine Driver	Cat. V	Rs. 7.95—0.28— 10.75
60	"	Shri Chanda Bouri	C.C. Machine Driver	Cat. V	Rs. 7.95—0.28— 10.75
61	"	Shri Kanara Ram Karmakar	Machine Helper	Cat. II	Rs. 5.90—0.15— 7.40
62	"	Shri Paru Gope	Machine Helper	Cat. III	Rs. 5.90—0.15— 7.40
63	"	Shri Joginder Singh	C.C. Machine Driver	Cat. V	Rs. 7.95—0.28— 10.75
64	"	Shri Dhonanjoy Baroi	C.C. Machine Driver	Cat. V	Rs. 7.95—0.28— 10.75
65	"	Shri Jhajhro Koiri	C.C. Machine Driver	Cat. V	Rs. 7.95—0.28— 10.75
66	"	Shri Prem Narayan Sharma	Machine Helper	Cat. III	Rs. 5.90—0.15— 7.40
67	"	Shri Jai Ram Singh	Machine Helper	Cat. II	Rs. 5.90—0.15— 7.40
68	"	Shri Gulu Dusadh	Machine Helper	Cat. I.I	Rs. 5.90—0.15— 7.40
69	"	Shri Dinesh Das	Machine Helper	Cat. III	Rs. 5.90—0.15— 7.40
70	"	Shri Laddu Mallick	Fitter Helper	Cat. II	Rs. 5.35—0.12— 6.55
71	"	Shri Jyoti Bouri	Trammer	Cat. II	Rs. 5.90—0.15— 7.40
72	"	Shri Sambhu Mallick	Line Mazdoor	Cat. II	Rs. 5.35—0.12— 6.55
73	"	Shri Anup Yadav	Machine Helper	Cat. III	Rs. 5.90—0.15— 7.40
74	"	Shri Dibakar Majhi	Line Mazdoor	Cat. II	Rs. 5.35—0.12— 6.55
75	"	Shri Sadhu Mallick	Line Mazdoor	Cat. II	Rs. 5.35—0.12— 6.55
76	"	Shri Radha Mallick	Line Mazdoor	Cat. II	Rs. 5.35—0.12— 6.55
77	"	Shri Kalosana Dome	Fanman	Cat. II	Rs. 5.35—0.12— 6.55
78	"	Shri Thakurdas Bouri	Timber Mazdoor	Cat. II	Rs. 5.35—0.12— 6.55

2. If not, to what relief are the workmen concerned entitled and from which date?"

2 The Vice-President of the Sabha was requested to submit its written statement endorsing its copy to the management under registered post with A/D within 10 days from the date of receipt of my letter No. E. 1/2(9)/68 dated 15th October, 1968 addressed to him and simultaneously the management was requested to submit its rejoinder on the written statement, if any, received from the Sabha endorsing a copy thereof to the Sabha under registered post with A/D within 7 days from the date of receipt of the written statement of the management under my letter referred to above a copy of which was endorsed to the management. My letter cited above was received by the Sabha on 19th October, 1968 but no written statement was submitted by them till 16th November, 1968, but the representative of the management and the Sabha were requested to attend the hearing in my office on 5th December, 1968 under my letter of even number dated 16th November, 1968. On 5th December, 1968 the representative of the management was present but none was present on behalf of the Sabha and on the written request of the Sabha and with the consent of the management the hearing was adjourned to be held on 19th December, 1968. Subsequently, the Sabha submitted its written statement under its letter No. Nil dated 16th December, 1968 which was received by me on 18th December, 1968 and the management submitted its rejoinder on 3rd January 1969, received by me on 4th January, 1969. On 6th January, 1969, the date fixed for hearing, the representative of the management was present but none was present on behalf of the Sabha. With the consent of the management the hearing was adjourned to be held on 17th February, 1969 but on that date the hearing could not take place as I was not available. However, even on that date the representative of the management was present but none was present on behalf of the Sabha. On 28th February, 1969 the representative of the Sabha and the representative of the management was present but none was present on behalf of the Sabha. Sabha stated that Shri Robin Chatterjee, Vice-President of the Sabha who was conversant with the case was out of station in connection with some urgent work and as such he requested for adjournment of the hearing. With the consent of the representative of the management, the hearing was adjourned to be held on 17th March 1969. It was made clear to the parties on that date that in no case further adjournment would be granted and in the event of failure on the part of the representative of either party to attend the hearing on that date, the hearing would be proceeded with in absentia.

3 On 17th March 1969, Shri M. P. Roy, Group Personnel Officer of the management was present but none was present on behalf of the Sabha. On that date the representative of the management requested me not to grant any adjournment on the ground that on four previous occasions the representative of the management was present but no hearing could take place on those dates because of the request of the Sabha for adjournment. It was evident that the Sabha was showing lack of interest in the case and was trying to delay the disposal of the case. Hence no further adjournment was granted and the representative of the management was heard in absence of the representative of the Sabha.

4 The management produced 18 documents in support of their case out of which 17 were marked Exts. M.1, M.2A, M.2B, M.2C, M.2D, M.2E, M.2F, M.3A, M.3B, M.3C, M.4A, M.4B, M.4C, M.5 (including the signature of Shri Madan Mohan Khar marked Ext. M.5A), M.6, M.7, M.8. As one of the document was not considered admissible, it was not marked exhibit but at the request of the representative of the management it was marked M.X. The management produced one witness namely Shri M. P. Roy, Group Personnel Officer (M. W. 1) and he was examined. During the course of hearing, a petition dated 17th March, 1969 submitted by Shri Robin Chatterjee, Vice-President of the Sabha requesting therein for adjournment on the ground that he had fallen sick was received by me. The petition was not supported by any medical certificate to indicate that he had actually fallen sick. Moreover, any other representative of the Sabha could have attended the hearing but this was not done. In the circumstances, the application was rejected and the hearing was continued in absence of the representative of the Sabha. The management did not produce any other oral evidence excepting Shri M. P. Roy. After recording his evidence I heard the arguments of the management. On 28th March 1969 Shri M. P. Roy, Group Personnel Officer on behalf of the management and Shri Robin Chatterjee

into agreement before me to the effect that I could give my arbitration award in the instant industrial dispute latest by 30th April, 1969. Both of them signed the agreement and submitted to me.

5. The case of the Sabha has made out in their written statement in brief is that the management announced their decision to implement the recommendations of the Central Wage Board for the Coal Mining Industry (hereinafter referred to as the Wage Board recommendations) with effect from 4th December, 1968 in respect of weekly paid workmen and with effect from 1st December, 1967 in respect of the monthly paid staff; that the manner in which the said recommendations had been implemented by the management could not be regarded to be proper implementation; that the implementation was neither complete nor proper because the weekly paid workmen and monthly paid staff had been deprived of their proper categories and grades and they also refused to pay the arrears of wages to them with effect from 15th August, 1967; that Annexure (unsigned and unverified) to the written statement would indicate as to how the workmen concerned had been given improper grades by the management and would also indicate as to what should be their respective proper grades in accordance with the Board's recommendations; that the management had not cared to implement the Wage Board recommendations in proper "sense and spirit"; that they have tried to create false impression on the workmen that they had completely implemented the "Wage Board recommendations that the fixation of grades and pay of the workmen concerned by the management was vague and not in conformity with the Wage Board recommendations, that the management intended to deprive the workmen of their legitimate dues; that by refusal of the management to implement the Wage Board recommendations properly the workmen have been suffering losses both in their emoluments and other benefits.

6. The case of the management as made out in their written statement is that the management had implemented the Wage Board recommendations as per their capacity; that the workmen concerned had been placed in the respective categories keeping in view that they could not get wages lesser than those recommended by the Central Wage Board for the Coal Mining Industry (hereinafter referred to as the Wage Board); that the management had followed the primary and basic principles laid down in the wage Board recommendations by taking into consideration the wages previously drawn by the workmen concerned as well as the minimum and maximum limits in fixing their present enhanced wages; that the management had placed the workmen concerned in the respective category on the basis of work performed by them and adjusted their wages as per Wage Board recommendations; that the allegation of the Sabha that arrear wages on account of Wage Board recommendations was not paid was not maintainable as this out of reference on the arbitration agreement.

7. I now discuss the cases of the workmen concerned in the dispute as under:—

Radamadhavpur Colliery.

(1) Case of Shri Ajit Kumar Chatterjee; Shri M. P. Roy, Group Personnel Officer of the management (M.W. 1) stated in examination in chief that Shri Chatterjee had been working as the Lamp-in-charge at Radhamadhavpur Colliery since 1944 and he was given Grade II on the basis of the Wage Board recommendations with effect from 1st December 1967. According to him he was not working as Safety Lamp-in-charge and he did not acquire the requisite certificate from the Old Hains (kilburn) and as such the management did not give him Grade I. In his cross-examination, he (M.W. 1) admitted that Shri Chatterjee was originally designated as Safety Lamp Incharge as per the Award of All India Industrial Tribunal (Colliery Disputes) (hereinafter referred to as Mazumdar Award) read with L.A.T. decision. In para 16(2) of Section D of Chapter VIII of its recommendations, the Wage Board had observed that Lamp room Incharge is at present in Grade II. In view of the importance of the lamp room at all collieries in future, the existing incumbents and all new recruits will be upgraded to Grade I. Nothing has been mentioned to indicate that the incumbent must possess any certificate as contemplated by the management to give him Grade I. In view of this precise recommendations of the Wage Board which has been accepted by the Government of India under its Resolution No. WB-16(5)66 dated 21st July 1966, Shri Ajit Kumar Chatterjee is entitled to be designated as Lamp room in-charge and also to Grade I. He is, therefore, entitled to the scale of Rs. 245-10-325-15-335 retrospective effect from 15th August 1967. I therefore, direct that the management shall fix his basic pay in the scale of

Rs. 245—10—325—15—385 after giving him necessary increment in accordance with para 2 of Section F of Chapter VIII of the Wage Board recommendations and pay him accordingly with retrospective effect from 15th August 1967 which is the date from which the relevant recommendations of Wage Board as accepted by the Central Government have been brought into operation under its Resolution bearing No. WB-16(5)/66 dated 21st July 1967.

(2) Case of Shri Sushil Kumar Roy, Compounder: According to the management, Shri Roy had not produced any certificate which was being issued by the West Bengal Government to person to show that he was a qualified compounder and as such he was treated as unqualified compounder and given Grade E and his basic pay was fixed at Rs. 195 in the scale of Rs. 180—5—210—7—273 in accordance with the Wage Board recommendations as accepted by the Government. The case of the Sabha is that he is a qualified compounder and as such he is entitled to Grade D and the scale of Rs. 247—10—337. Annexure to the written statement submitted by the Sabha in which it has been written that Shri Roy is a qualified compounder has neither been verified nor signed by anybody on behalf of the Sabha and as such no reliance can be placed on it specially in view of the fact that the Sabha has not adduced any evidence on behalf of the workmen to show that Shri Roy is a qualified compounder. As such the action of the management in giving him Grade E and fixing his pay at Rs. 195 in the scale of Rs. 185—5—210—7—273 appears to be justified. According to the management he has been given the basic pay of Rs. 195 in the scale referred to above with effect from 1st December 1967 for which there is absolutely no justification. Hence I direct that the management shall pay his basic pay @ Rs. 195 per month in the scale referred to above with retrospective effect from 15th August 1967.

(3) Cases of S/Shri Purna Kumar Chatterjee and Biswapati Sinha: It has been admitted by M.W. 1, that each of them was drawing basic salary of Rs. 43.35 per month as on 1st October 1966. It was, however, stated by M.W.1, that originally both the workmen concerned were placed in Category II but subsequently they drew the wages of Category III because they were given increments. Appendix 'H(3)' to the Award dated 30th December 1959 of Shri A. Dasgupta Arbitrator in Colliery Disputes shows that a Category II workman will get the basic pay of only Rs. 36.24 at the beginning of the 7th year and a category III workmen will get the basic pay of Rs. 43.35 at the beginning of the 7th year. As M.W.1 has admitted that each of the workmen named above was getting the basic salary of Rs. 43.35 per month it is evident that both of them were in Category III. In accordance with "Notes on categorisation" given in Appendix V to Wage Board recommendations, 'Fan Khalasis in existing Category II will be placed in new Category II (Sl. No. 24)'. Hence the management was not justified in placing them in Category II and fixing their basic pay at Rs. 151.58 per month. Admittedly according to the management each of them is entitled to three increments as per Section F of Chapter VIII of the Wage Board recommendations. I therefore, direct the management to place each of them in category III and to fix their basic pay at Rs. 6.35 per head per day in the scale of Rs. 5.90—0.15—7.40 with retrospective effect from 15th August 1967.

Thusick Colliery.

(4) Cases of S/Shri Bhim Turi, Anil Mallick, Golak Bouri, Shakti Pada and Shushil Mishra, Pump Khalasis: According to the management all of them have been driving pumps upto 35 H.P. and that too one pump each and as such they were rightly placed in Category II as revealed from the statement of M.W.1. However Ext. M3D of the management indicates that as on 1st October 1967 S/Shri Bhim Turi, Anil Mallick, Golak Bouri and Shakti Pada were designated as Pump Khalasis and were drawing basic wages of Rs. 1.67 per head per day and that they were placed in category III of the Coal Award. Another Ext. M6 of the management also indicates that all of them were getting basic salary of Rs. 1.67 per head per day. This indicates that these four workmen were placed in Category III of the Coal Award. Exts. referred to above also indicate that all of them were getting underground allowance which indicates that they were working underground and not on surface. If these workmen would have been driving pump upto 35 H.P. and that too on surface they would not have been placed in Category III. Thus I am inclined to believe that these 4 workmen namely S/Shri Anil Mallick, Bhim Turi, Golak Bouri and Shakti Pada were driving pumps of 35 H.P. and above underground. M.W.1 has not stated that these workmen were driving pumps on surface. In accordance with the recommendations of the Wage Board only those pump khalasis who attend on the pumps upto 35 H.P. on surface and that too one pump each can be placed in

Category II as per Appendix V to the Wage Board recommendations. Hence in my opinion the management was not justified in placing them in Category II. Ext. M3D indicates that Shri Shushil Mishra was designated as Pump Khalasi and his basic wage as on 1st October 1966 was Rs. 1.14 per day which shows that he was placed in Category II of the Coal Award. Hence he has been rightly placed in Category II of the Wage Board recommendations. Ext. M3D indicates that his date of appointment is 28th December 1961 and as such his basic wage has been rightly fixed at Rs. 5.47 after giving one increment but according to the management he has been given wages at the rate indicated above with effect from 4th December 1967 whereas he is entitled to draw basic pay of Rs. 5.47 in the scale of Rs. 5.35—0.12—6.55 with retrospective effect from 15th August 1967. I, therefore, direct that S/Shri Bhim Turn, Anil Mallick, Gopal Bouri and Shakti Pada should be placed in Category III and their basic wages should be fixed in the scale of Rs. 5.90—0.15—7.40 by giving one increment each for every three completed years of service in accordance with para 2, Section F, Chapter VIII of the Wage Board recommendations with retrospective effect from 15th August 1967 and Shri Shushil Mishra should be paid at the rate of Rs. 5.47 basic in the scale of Rs. 5.35—0.12—6.55 with retrospective effect from 15th August 1967. I, therefore, direct the management to fix their basic in the scales referred to above and pay them accordingly with retrospective effect from 15th August, 1967.

(5) Case of Shri Kanta Sharma: The M.W.1 has stated that Shri Sharma has been working as Fitter at Ghusick Colliery since 9th March, 1951. He has added further that as the management has got a Central Office and all major repairs and maintenance works are being done at the Central Workshop by the Fitters and Head Fitters at the Central Workshop there is no necessity of having a Head Fitter in any of the collieries in question and that he (Shri Sharma) has never performed the duties of Head Fitter and hence he has been rightly placed in Category V and given the scale of wages payable to Category V workmen as per recommendations of the Wage Board with effect from 1st December, 1967. No evidence has been adduced on behalf of the Sabha to indicate that he has been working as Head Fitter. In the circumstances, I hold that Shri Sharma has been rightly placed in Category V and his pay has been fixed at Rs. 228.54 per month calculated on the basis of his daily basic wage of Rs. 8.79 after giving 3 increments. He is, however, entitled to draw his basic pay at the rate indicated above with retrospective effect from 15th August, 1967 which has not been done so far. The management is therefore, directed to pay him his basic wages at the above mentioned rate with retrospective effect from 15th August, 1967.

(6) Case of Shri Kinkar Karmarkar: According to the management he had been working as Blacksmith at Ghusick Colliery and as such he was placed in Category IV as per Wage Board recommendations but subsequently he had resigned from his job. The Sabha in its written statement has accepted this position. He has rightly been placed in Category IV by the management in accordance with Wage Board recommendations. He is, however, entitled to draw basic wages at enhanced rate fixed by the management in accordance with the Wage Board recommendations as indicated above with retrospective effect from 15th August, 1967. I, therefore, direct that the management shall pay the arrears of wages with retrospective effect from 15th August, 1967.

(7) Case of Shri Srinath Routh: The M.W. 1 has stated that he has been working as Safety Lamp Cleaner at Ghusick Colliery and has been cleaning the Safety Lamp. He has added further that to clean the safety lamp, it has got to be dismantled and subsequently reassembled after cleaning and that simply because he has been dismantling and reassembling the safety lamps it did not mean that he had been working as a Fitter. He has also stated that as he is not required to attend any work of repairs of safety lamps he could not be called a Fitter. Prior to the implementation of the Wage Board recommendations he was working as safety lamp cleaner and was placed in Category II as per Mazumdar Award read with L.A.T. decision. No evidence has been adduced on behalf of the Sabha to indicate that he has been working as safety lamp fitter. In the circumstance, I have come to the conclusion that the management has rightly placed him in Category II as per the Wage Board recommendations.

Ext. M3D indicates that his date of appointment is 28th December, 1957. Ext. M.6 indicates that his basic pay has been fixed at Rs. 5.71. Hence his basic pay has been rightly fixed at Rs. 5.71 after giving 3 increments in the scale of

Wts. 5:35—0:12—6:55 M.W. 1 has stated that he has been given this enhanced rate with effect from 4th December, 1967 but no documentary evidence has been adduced in support of this statement. I, therefore, direct that Shri Srinath Routh be given his basic pay of Rs. 5:71 in the scale of Rs. 5:35—0:12—6:55 with retrospective effect from 15th August 1967.

(8) Cases of S/Shri Vijas Pandit and Ghaso Paswan: The M.W. 1 has stated that both of them had been working as Gatemen at Ghusick Colliery with effect from 1st October, 1952 and 16th January, 1960 respectively. He added further that they never worked as Winding Engine Khalasi as alleged by the Sabha and that prior to the implementation of the Wage Board recommendations they were getting the basic wage of 1.24 and 1.21 per head per day respectively. He has also stated that both of them have been placed in Category I in accordance with the Wage Board recommendations with effect from 4th December, 1967. Ext. M.3.D also corroborates the statement of M.W. 1 on all points excepting that both the workmen concerned were designated as Crane Mazdoors and not Gatemen. Ext. M.6 also indicates that both of them were designated as Crane Mazdoors. Moreover, the arbitration agreement in question also shows that both of them were designated as Crane Mazdoors and not Gatemen. I am, therefore, inclined to believe that both of them were working as Crane Mazdoor and not Gatemen as stated by the M.W. 1. However, no evidence has been adduced by either party particularly by the Sabha to indicate the exact nature of duties performed by the workmen concerned. The designation, "Crane Mazdoor" does not find place in the designations and job descriptions given by the Wage Board in Appendix V to its recommendations. However, as both of them had been placed in Category I as per Mazumdar Award read with L.A.T. decision, I am of the opinion that both of them were unskilled workmen. Appendix V to the Wage Board recommendations shows that the Wage Board has put unskilled workmen in Category I. In the circumstances, I have come to the conclusion that the management has correctly placed them in Category I. Ext. M.6 indicates that S/Shri Vijas Pandit and Ghaso Paswan, Crane Mazdoors were given the basic pay of Rs. 5:30 and 5:20 per head per day after giving 3 and 2 increments respectively depending on their length of services in accordance with the Wage Board recommendations. No documentary evidence has been adduced by the management to indicate the precise date from which they have been given the basic wage at the rates indicated above. However, admittedly according to the management they have not been given higher basic rate of wages referred to above with effect from 15th August, 1967. Hence, I direct that the management shall pay the basic wages to S/Shri Vijas Pandit and Ghaso Paswan, Crane Mazdoors at the rate of Rs. 5:30 and Rs. 5:20 per head per day in the scale of Rs. 5:00—0:10—6:00 with retrospective effect from 15th August, 1967.

(9) Cases of S/Shri Madan Mohan Konar and Kapildeo Ram, Chain Boys: The M.W. 2 has stated that they have been performing the jobs of carrying tools of survey and helping the later by drawing the chain during the time of surveying operations. He has added further that they have never performed the job of Ferro-Printing or job of any skilled natures. In his cross-examination he has stated that it is not obligatory on the part of the management to keep Chainman in each and every colliery when the management have got its central officer at Ghusick adjacent to Ghusick Colliery and Shri Phani Bhusan Chatterjee, Chairman attached to the Ghusick Central Officer assist the Surveyor in Ghusick Colliery in the job of Ferro-printing and in other technical jobs. Ext. M.6 shows that prior to the implementation of Wage Board recommendations both these workmen were in Category I. Appendix XII to the Mazumdar Award indicates that whereas the Survey Mazdoor was placed in Category I, Chainman was placed in 3 Categories namely category III, IV and V. Appendix XI to the Mazumdar Award also indicates that whereas the Survey Mazdoor is "a workmen employed at the work of survey carrying surveying instruments and who is inferior in status to survey chainman", a chainman is a person who assists the surveyor in carrying out his duties both surface and underground. In para 309 of its decision the L.A.T. directed that the scale of chainman should be Rs. 30—1—34. A perusal of para 39 of the L.A.T. decision indicates that the survey mazdoors were not entitled to the scale of Rs. 30—1—34. Thus it is clear that the survey mazdoor is different from chainman. Considering the categories of those two workmen as per Mazumdar Award read with L.A.T. decision and nature of jobs performed by them as stated by M.W. 1 as well as the jobs descriptions of Survey/Centre Boy given in Appendix V to the Wage Board recommendations, I am inclined to believe that those two workmen are Centre Boys and not chainmen specially in view of the fact that no evidence has been adduced by the Sabha to refute the statement of

M.W. 1 and to show that they had been performing the duties of chainmen. In accordance with Wage Board recommendations, a Survey Mazdoor or a Centre Boy has been placed in Category I. Hence I have come to the conclusion that the management have correctly placed them in Category I. Ext. M.3.D indicates that date of appointment of Shri Kapildeo Ram is 2nd January, 1959. It does not however, indicate the date of appointment of Shri Madan Mohan Konar. Ext. M.6 indicates that basic wages of S/Shri Kapildeo Ram and Madan Mohan Konar have been fixed at Rs. 5.20 and 5.00 respectively. Management has correctly fixed the basic wage of Shri Kapildeo Ram but in absence of any evidence regarding length of service of Shri Madan Mohan Konar I am unable to express my opinion on correctness of his fixation of basic wages. They are, however, entitled to be designated as Centre Boys and to new rates of basic wages in the scale of Rs. 5.00-0.10-6.00 with retrospective effect from 15th August, 1967. I, therefore, direct that the management shall designate them as Centre Boys, pay basic wage to Shri Kapildeo Ram at the rate of Rs. 5.20 in the scale of Rs. 5.00-0.10-6.00 with retrospective effect for 15th August, 1967, fix the basic wage of Shri Madan Mohan Konar in scale of Rs. 5.00-0.10-6.00 after making necessary adjustment and giving increments, if any, depending on his length of service in accordance with para 2 of Section F of Chapter VIII of the Wage Board recommendations and pay him accordingly with retrospective effect from 15th August, 1967 or from the date of his appointment, if appointed after 15th August, 1967, as the case may be.

(10) Cases of S/Shri Chhedh Singh, Nirmal Kurmakar, and Shambhu Gopex, Body Searchers. The M.W. 1 has stated that all of them were working in Ghusick Colliery as Boy Searchers. Prior to the implementation of the Wage Board recommendations all of them were designated as Safety Lamp Checker but they were performing the job of searching the pockets or bodies of the workmen with a view to not allowing them to carry matches, bidies, cigarettes or any other thing capable of creating open light inside the mine and even after the implementation of the Wage Board recommendations they have been doing the same job and as such the management changed their designation to Body Searchers in accordance with the Wage Board recommendations. He emphatically denied the allegation of the Sabha that these workmen have been performing the duties of Tub checkers. No evidence has been adduced on behalf of the Sabha to refute the statement of M.W. 1. Ext. M. 3.D indicates that all of them were placed in Category III. Had they been performing the duties of Tub checker they would have been a monthly paid clerical staff in Grade III. In the circumstances, I am inclined to believe that they are working as Boy Searcher and as such they have been rightly designated as Body Searchers and placed in Category II. Ext. M. 3.D further indicates that the basic pay of each of them had been fixed at Rs. 5.83 after giving 4 increments in the scale of Rs. 5.35-0.12-6.55. However, as the management have not given them the basic wage and the scale referred to above with retrospective effect from 15th August, 1967 to which they are entitled, I direct that the management shall give them the basic wages at the rate of Rs. 5.83 in the scale of Rs. 5.35-0.12-6.55 with retrospective effect from 15th August, 1967.

Ghusick Workshop:

(11) Case of Shri Nitai Roy: The M.W. 1 has stated that Shri Nitai Roy had been designated as Store Boy and had been working at Ghusick Workshop. Ext. M.2.C. indicates that he was designated as Store Mazdoor and he was previously placed in Category II as per Mazumdar Award. The Sabha has not adduced any evidence to substantiate that he has been working as Store Boy. In the circumstances, I conclude that he has been working as Store Mazdoor and as such he has been rightly placed in Category I as per Wage Board recommendations. Ext. M. 3.B. indicates that the basic pay has been fixed at Rs. 5.50. According to the management shall give him the basic pay of Rs. 5.50 in the scale of Rs. 5.00-0.10-6.55, with effect from 4th December, 1967. I, therefore, direct that the management shall give him the basic pay of Rs. 5.50 in the scale of Rs. 5.00-0.10-6.55, with retrospective effect from 15th August, 1967.

(12) Cases of S/Shri Amulya Gope and Nagen Mallick, Blacksmiths. Admittedly according to both the parties these workmen have been working as Blacksmiths. The Sabha has not adduced any evidence to indicate the nature of the actual jobs performed by those two workmen justifying their placement in Category V. Ext. M.2.C. indicates that previously they were in Category V as per Mazumdar Award read with L.A.T. decision. As such in accordance with the notes on categorisation given in the wage Board recommendations, the management have rightly placed them in Category IV and fixed their basic pay at Rs. 195/-

per month calculating on the basis of Rs. 7.50 per head per day in the scale of Rs. 6.90—0.20—8.90. Admittedly according to the management, they have not been given the basic pay and the scale referred to above with retrospective effect from 15th August 1967. I, therefore, direct that the management shall give them the basic pay and the scale referred to above with retrospective effect from 15th August, 1967.

(13) Cases of Shri Nanda Kumar Paul, Carpenter: The M.W.I. has stated that Shri Paul had been working as Carpenter at Ghusick Workshop. According to him he was previously in Category IV as per Mazumdar Award read with L.A.T. decision and as such according to him he was rightly placed in Category IV. However, Ext. M.2.C. does not corroborate the above statement of M.W.I., on the contrary it indicates that Shri Paul was previously placed in Category VII in accordance with the Mazumdar Award read with L.A.T. decision and at the time of implementation of the Wage Board recommendations he was placed in Category V and he was fixed in the relevant scale by giving 3 increments. M.W.I. has further stated that Shri Paul resigned from his service and took his full and final settlement of all his dues but no documentary evidence has been adduced in support of this statement. As such I am not inclined to rely on the statement of M.W.I. in this regard. In accordance with Notes on categorisation given in the Wage Board recommendations Shri Nand Kumar Paul is entitled to Category V and considering the length of his service as revealed from Ext. M.2.C. he is entitled to 3 increments. I, therefore, direct that the management shall fix his basic pay at Rs. 8.79 per day in the scale of Rs. 7.95—0.28—10.75 and pay him accordingly with retrospective effect from 15th August, 1967.

(14) Case of Shri Purbati Kumar Josh: During cross-examination the M.W.I. has admitted that Shri Parbati Kumar Josh has already been placed in Category V and given the basic pay of Rs. 228.54 per month. The union has also demanded Category V. According to Appendix V to the Wage Board recommendations he is entitled to Category V. I direct that the management shall pay him the basic pay of Rs. 228.54 in the monthly scale of pay corresponding to the daily scale of wages of Rs. 7.95—0.28—10.75 with retrospective effect from 15th August, 1967.

(15) Case of Shri Bijoy Mullick: According to the management he had been working as Welder Mazdoor at Ghusick Workshop. M.W.I. has stated that he had been performing the duties of Welder Mazdoor and not of Welder as alleged. The Sabha has not adduced any evidence to substantiate their claim that he has been working as Welder. Hence the management is justified in placing him in Category II, Ext. M.3.B. indicates that his date of appointment is 8th May, 1964 and he was placed in Category I previously as per Mazumdar Award read with L.A.T. decision and that at the time of implementation of Wage Board recommendations the management fixed his pay at Rs. 5.10 but according to M.W.I. he has been given this pay with effect from 4th December, 1967 and not from 15th August, 1967. I, therefore, direct that the management shall pay his basic wage at Rs. 5.10 per day in the scale of Rs. 5.00 - 0.10—6.00 with retrospective effect from 15th August, 1967.

(16) Case of Shri Ram Shevak Koiri. The M.W.I. has stated that Shri Koiri had been working as Welder at Ghusick Workshop and as such he has been rightly placed in Category II and given the wages of Category II as per Wage Board recommendations with effect from 4th December, 1967. However in his cross-examination he has admitted that in the absence of the Welder, Shri Hafiz Mian, Shri Ram Shevak Koiri has been occasionally performing the duties of Welder. No evidence has been adduced on behalf of the Sabha to substantiate that he has been regularly working as Welder. If a workman occasionally works on higher category, he cannot claim to be placed in higher category. Ext. M.3.B. indicates that his pay has been fixed at Rs. 5.71 after giving 3 increments. This action of the management is also justified. He is, however, entitled to this rate of pay in the scale of Rs. 5.35—0.12—6.55 with retrospective effect from 15th August, 1967. I direct the management to give him this benefit with retrospective effect from 15th August, 1967. I further direct the management to pay him the basic wages at the rate of Rs. 7.95 per day for these days on which he actually worked or will work as Welder on and from 15th August, 1967.

(17) Case of Shri Inul Haque. The M.W.I. has stated that he has been working as Fitter Mazdoor at Ghusick Workshop and he never worked as Tyndel Mazdoor as alleged. The Sabha has not adduced any evidence in support of their claim that he has been working as Tyndel Mazdoor. Considering the length of his service

and the nature of his work as revealed from the statement of M.W.1. and Ext. M.3-B, I am of opinion that the management have rightly placed him in category I and fixed his basic wages at Rs. 5.30 after giving 3 increments in the scale of Rs. 5.00-0. 10-6.00. As the management have not given this rate of basic wages to him with effect from 15th August, 1967, I direct the management to pay him basic wages in scale indicated above with retrospective effect from 15th August, 1967.

Muslia Colliery:

(18) Case of Shri Shanti Kumar Mukherjee, Mining Sirdar. The M.W.1 has stated that Shri Mukherjee who had been working as Mining Sirdar at Muslia Colliery was placed in Gr. E but subsequently the mistake was rectified and he was placed in Gr. D and given the scale of Rs. 205-7-247-10-337 with effect from 1st January, 1969. I direct that the management shall designate him as Mining Sirdar Class I, fix his basic pay in the scale referred to above on the basis of his length of his service in accordance with para (2) Section F of Chapter VIII of the Wage Board recommendations and pay him accordingly with retrospective effect from 15th August, 1967.

(19) Case of Shri B. N. Ghosh, Mining Sirdar: His basic pay as Mining Sirdar as on 1st October, 1966 was Rs. 52/- and his date of appointment is 12th February, 1964 as revealed from Ext. M.2.D. No evidence has been adduced on behalf of the Sabha to refute this. This it is evident that he was previously Mining Sirdar Class III in the scale of Rs. 46-3-61 and as such he has been rightly placed in Gr. E and given the scale of Rs. 180-5-210-7-273. Considering the length of his service the management have rightly fixed his pay at Rs. 185/- in the scale referred to above. The management, have however, neither designated him as Mining Sirdar Class II nor have given him the rate of pay in the scale referred to above with effect from 15th August, 1967. I, therefore, direct that the management shall designate him as Mining Sirdar Class II and pay him the basic pay of Rs. 185/- in the scale referred to above with retrospective effect from 15th August, 1967.

(20) Cases of S/Shri Bhenda Bouri, Krishan Pada Daw, Jhula Bouri, Satya Mallick, Bijoy Bhandari and Saktipada Daw: The M.W. 1 has stated that all these workmen have been working as pump Khalasi at Muslia Colliery and that have been driving pumps upto 35 H.P. He has added further that none of them has been driving pumps upto 35 H.P. and one pump each at a time. However, Ext. M.2.D. indicates that as on 1st October, 1966, S/Shri Satya Mallick and Bhenda Bouri have been getting the basic wage of Rs. 46.54 and 43.35 per month. This shows that as on 1st October, 1966, Shri Satya Mallick was in Category IV and Shri Bhenda Bouri was in Category III as per Mazumdar Award read with L.A.T. decision. Similarly, Ext. M.3.C. indicates that S/Shri Krishna Pada Daw, Shri Jhula Bouri, Bijoy Bhandari and Saktipada Daw were placed in Category II, II, III & III respectively as on 1st October, 1966 and that all of them were getting underground allowance. The fact that Shri Satya Mallick was in Category IV indicates that he was attending on pumps over 125 H.P. The fact that S/Shri Bhenda Bouri, Bijoy Bhandari and Saktipada Daw were in Category III and were getting underground allowance. The fact that Shri Satya Mallick was in Category IV. The fact that Shri Krishna Pada Daw and Jhula Bouri were in Category II and were getting underground allowance show that they were not supposed to attend to pump upto 35 H.P. on surface. I am inclined to believe that all the Pump Khalasis named above have been attending on pumps of 35 H.P. and above. The management was, therefore, not justified in placing all of them in Category II as per Wage Board recommendations. I direct that the management shall place all of them in Category III and fix their basic pay in the scale of Rs. 5.90-0. 15. 40 after making necessary adjustment in accordance with para. 2, Section F of Chapter VIII of the Wage Board recommendations with retrospective effect from 15th August, 1967.

(21) Cases of S/Shri Madhu Bouri and Ajit Roy, Badli Workers: The M.W. 1. has stated that both these workmen have been working as Badli workers, that they were never particularly required to attend only to pumps as alleged by the Sabha and that they were being given the wages as per work performed by them on different categories as badli workers. However, Ext. M.2.C. indicates both of them were designated by the management as Pump Khalasis and were placed in Category II as per Mazumdar Award read with L.A.T. decision prior to the implementation of the Wage Board recommendations by the management. The same Ext. further shows that Shri Madhu Bouri was placed in Category II of the Wage

Board recommendations and given the basic wage of Rs. 5.35 and underground allowance of Rs. 0.27 per day. As regards Shri Ajit Roy the same Ext. indicates that he was originally shown to be placed in Category III as per Wage Board recommendations but subsequently no basic wage or underground allowance, etc., payable as per Wage Board recommendations has been shown against his name; on the contrary it has been mentioned in the remark column that he was a 'Badli workman'. No evidence has been adduced on behalf of the management to substantiate that Shri Ajit Roy was actually working as badli workman. The management could have produced the register of wages pertaining to different wage periods in which he had worked in different categories and had been paid according to the nature of jobs actually performed by him as stated by the M.W. 1. This, has however, not been done. I am, therefore, inclined to believe that S/Shri Madhu Bouri and Ajit Roy has been working as Pump Khalasis. As Shri Madhu Bouri is in receipt of underground allowance. It is evident that he was not attending to pumps on surface and as such the management was not justified in not placing him in Category II as per Wage Board recommendations. Similarly, as Shri Ajit Roy was working as Pump Khalasi and not as badli workman the management was not justified in treating him as badli workman and not placing him in Category III. I direct that the management shall place S/Shri Ajit Roy and Madhu Bouri in Categories III and II respectively in accordance with the Wage Board recommendations and pay them the basic wages at the rate of Rs. 5.90 per day and Rs. 5.35 per day in the scale of Rs. 5.90-0. 15-7.40 and Rs. 5.35-0.12-6.55 respectively with retrospective effect from 15th August, 1967.

(22) Case of Shri Kamakshya Roy, Water spraying mazdoor: The M.W. 1. has stated that he has been working as Water spraying mazdoor at Musila Colliery. He has neither worked as Line Mistry nor as Line Mazdoor. No evidence has been adduced on behalf of the Sabha to substantiate their claim that he has been working as Line Mistry. In the circumstances, I reject the contention of the Sabha. There is, however, no evidence before me to indicate as to what was his previous designation category and rate of basic wage as per Mazumdar Award read with L.A.T. decision and his basic pay, category, etc., after the implementation of the Wage Board recommendations by the management. However, the arbitration agreement in question indicates that the management have placed him in Category II and given him the scale of pay of Rs. 5.35-0. 12-6.55. I direct that the management shall fix his basic wage in the scale referred to above after making necessary adjustments and granting increments, if any, on the basis of the length of his service, if not already done and pay him accordingly with retrospective effect from 15th August, 1967 or from the date of his appointment if appointed after 15th August, 1967, as the case may be.

(23) Case of Shri Kamal Majhi: The M.W.1 has stated that Shri Kamal Majhi has been working as safety lamp issuer at Musila Colliery. Previously i.e. prior to the implementation of the Wage Board recommendations he was in Gr. III as per Mazumdar Award read with L.A.T. decision. Subsequently he has been given Gr. III and his basic pay has been fixed at Rs. 195/- in accordance with the Wage Board recommendations. No evidence has been adduced on behalf of the Sabha to substantiate that he had been performing the duties of attendance clerk in addition to his own duties as safety lamp issuer. The action of the management in placing him in Gr. III and fixing his pay at Rs. 195/- after giving 3 increments is, therefore, justified. He is, however, entitled to the same with effect from 15th August, 1967 which has not been done by the management. I, therefore, direct that the management shall pay him the basic pay of Rs. 195/- in the scale of Rs. 180-5-230-7 265 with retrospective effect from 15th August, 1967.

(24) Cases of Kalipada Dome, Sadhu Bouri and Munkeshwar Pandey: The M.W.1 has stated that all of them were in Category II prior to the implementation of the Wage Board recommendations and as such all of them were placed in Category II of Wage Board recommendations. However, Ext. M.2.D. shows that Shri Sadhu Bouri was getting the basic wage of Rs. 43.35 as on 1st October, 1966. This clearly shows that he was in Category III as per Mazumdar Award read with L.A.T. decision. The Ext. M.3.C indicates that Shri Kalipada Dome was getting the basic wage of Rs. 36.14 as on 1st October, 1966. This shows that he was in Category II. Hence the management was justified in placing Shri Kalipada Dome in Category II of the Wage Board recommendations because as per the Notes on categorisation given in the Wage Board recommendations he has entitled to be placed in Category III. As regards Shri Munkeshwar Pandey there is no evidence before me as to what was his category, basic rate wages as on 1st October, 1966 as per Mazumdar

Award read with L.A.T. decision. The Sabha has also not adduced any evidence in support of their claim. Thus on the basis of the evidence available before me I cannot say that the management was not justified in placing him in Category II. I, therefore, direct that the management shall place Shri Sadhu Bouri in Category III and pay him the basic wage at the rate of Rs. 6.35 in the scale of Rs. 5.90-0. 15 7.40. and pay the basic wage to S/Shri Munkeshwar Pandey and Kalipada Dome at the rate of Rs. 5.71 per head per day in the scale of Rs. 5.35-0. 12-6-55 with retrospective effect from 15th August, 1967.

(25) Case of Shri Peary Chand Ram: The M.W.I. has stated that he has been working as Line Mazdoor and it is not a fact that he had been working as Line Mistry as alleged by the Sabha. The Ext. M 3.C indicates that as on 1st October, 1966 his basic pay was Rs. 36.14 and he was in Category II and after the implementation of the Wage Board recommendations the management placed him in Category II and fixed his basic pay at Rs. 5.71 after giving 3 increments. The action of the management is justified. I, however, direct that the management shall pay him at the rate of Rs. 5.71 per day in the scale of 5.35-0. 12-6-55 with retrospective effect from 15th August, 1967.

(26) Cases of S/Shri Satya Bouri, Mongal Majhi, Sona Bouri, Suphal Majhi, Sukla Majhi, Nangoo Majhi and Jyoti Bouri: The M.W.I. has stated that all these workmen have been working as trammers at Muslia Colliery since 1966. They have all along been placed in Category IV as per Mazumdar Award read with L.A.T. decision and that they have never worked as Line Mistry as alleged by the Sabha. He has also stated that all of them have been placed in Category III as per Wage Board recommendations. Ext. M.3.C indicates that S/Shri Suphal Majhi, Mongla Majhi, Sona Dome and Nangoo Majhi were getting the basic wage of Rs. 32.50, Rs. 32.50, Rs. 44.20 and Rs. 32.50 per month respectively as on 1st October, 1966. This means that all of them were in Category IV as per Mazmudar Award. No documentary evidence has been placed before me by either party to indicate the category and the basic rate of wages as on 1st October, 1966 in respect of S/Shri Satya Bouri, Sukla Majhi and Jyoti Bouri. No evidence has been adduced on behalf of the Sabha to refute the contention of the management and to indicate the actual nature of duties performed by the workmen named above. I have, therefore, come to the conclusion that the management was justified in placing in Category III as per Wage Board recommendations. I, however, direct that the management shall fix the basic rate of wages of all the workmen named above in the scale of Rs. 5.90-0. 15-7.40 after making necessary adjustments and giving them increments if any, on the basis of the length of service in accordance with para 2 Section F of Chapter VIII of the Wage Board recommendations with retrospective effect from 15th August, 1967.

(27) Cases of S/Shri Puna Dome and Umapada Roy: The M.W.I. has stated that both of them were in Category IV as per Mazumdar Award read with L.A.T. decision and as such all of them have been placed in Category IV as per Wage Board recommendations. He has further stated that it is not a fact that all of them have been working as Head Fitters, because the management have got a Central Workshop in which major fittings are being done. He, however, conceded that Shri Umapada Roy was subsequently placed in Category V some time in the early part of 1968. He could not precisely state the date from which he had been placed in Category V. Ext. M 2 D. indicates that Shri Umapada Roy was getting the basic wage of Rs. 48.75 per month as on 1st October, 1966. He was, therefore, in Category VII as per Mazumdar Award read with L.A.T. decision. As such in accordance with the Wage Board recommendations he is entitled to be placed in Category V which the management has already done some time in the early part of 1968 but not from 15th August, 1967. As regards Shri Puna Dome there is no evidence before me to indicate his basic rate of wages, category as on 1st October 1966 or even earlier nor there is any evidence to indicate the nature of his duties. Hence, I cannot say that the management was not justified in placing him in Category IV. I direct that the management shall fix the basic wage of Shri Umapada Roy in the scale of Rs. 7.95-0 28-10.75 and Shri Puna Dome in the scale of Rs. 6.90-0.20-8.99 after making necessary adjustments and granting increments in accordance with para 2, Section F of Chapter VIII of the Wage Board recommendations and pay them accordingly with retrospective effect from 15th August 1967.

Central office

(28) Case of Shri Suresh Chandra Roy, Compounder: The M.W.I. has stated that he had been working as Compounder in the dispensary attached to the Central Office of the management and he was placed in Gr. F of the Wage Board recommendations as he did not produce the certificate issued by the Government of West

Bengal to indicate that he was a qualified Compounder. He, however, added further that the management was prepared to give him Gr. D as soon as he produced the required certificate. Ext. M.2.E of the management indicates that as on 1st October, 1966 his basic pay was Rs. 85/- and subsequently his pay was raised to Rs. 90/- and the date of his appointment was 14th March, 1961. This indicates that prior to the implementation of the Wage Board recommendations he was in the grade of Rs. 60-5-90 as per Mazumdar Award read with L.A.T. decision which is the scale meant for qualified compounders. This shows that he was a qualified compounder. I am not inclined to accept the version of the management that he was not a qualified compounder. Hence in my opinion the management was not justified in fixing his basic wages at Rs. 210/- in the scale of Rs. 190-5-210-7:273 in grade E I direct that the management shall place him in Grade D and pay him the basic pay at the rate of Rs. 212/- in the scale of Rs. 205-7-247-10-337 with retrospective effect from 15th August, 1967.

Kalpahari Colliery

(29) Cases of S/Shri A. B. Roy and S. Mondal, Overman. The M.W.I has stated that both of them had been working as Overman in Kalpahari Colliery with effect from 21st August, 1951 and 4th June, 1945 respectively and that prior to the implementation of the Wage Board recommendations, both of them were paid basic pay of Rs. 111/- in the scale of Rs. 75-5-105-6-111 as per Mazumdar Award read with L.A.T. decision. Both of them have been given the Grade C and their basic pay has been fixed in the scale of Rs. 245-10-305-15-440 with effect from 1st December, 1967. Ext. M.4.B also shows that both of them were getting the basic pay of Rs. 111/- as on 1st October 1966. Ext. M.4.C also indicates that after the implementation of the Wage Board recommendations their pay has been fixed at Rs. 275/- with effect from 1st December, 1967. No evidence has been adduced on behalf of the Sabha to indicate that those workmen have been working as Overman Incharge and as such I am of the opinion that the management have correctly given them the grade C and fixed their basic pay at Rs. 275/-. However the management is not justified in not giving them the basic pay in the scale referred to above with effect from 15th August, 1967. I, therefore, direct that the management shall pay their basic pay at the rate of Rs. 275/- per month in the scale of Rs. 245-10-305-15-440 with retrospective effect from 15th August, 1967.

(30) Cases of Shri Haripada Dutta, Shri Bijoy Gopal Chakravorty, Shri Mahadeo Kurmi and Shri Kamakshya Dutta, Safety Lamp Cleaner: M.W.I. has stated that all of them have been working as safety lamp cleaners at Kalpahari Colliery and their main jobs are to clean the safety lamps and in doing so they are required to dismantle and reassemble the lamps after cleaning. This work is different from the job of a Fitter. No evidence has been adduced on behalf of the Sabha to substantiate their claim that these workmen have been performing the jobs of Safety Lamp Fitters. Ext. M.7 indicates that as on 30th September, 1967 or in other words as on 1st October, 1967 their basic pay was Rs. 139.00 and they were designated as safety lamp cleaners. Ext. M.8 shows that their basic pay has been fixed at Rs. 5.71 in accordance with the Wage Board recommendations. As per Wage Board recommendations lamp cleaning mazdoors or in other words the safety lamp cleaner are to be placed in Category II. In the circumstances I am of opinion that the management was not justified in fixing their basic pay at Rs. 5.71 in the scale of Rs. 5.35-0 12-6.55. However, the management was not justified in giving them the above mentioned scale with retrospective effect from 15th August, 1967. I, therefore, direct that the management shall pay them at the above mentioned rate in scale of Rs. 5.35-0 12-6.55 with retrospective effect from 15th August, 1967.

(31) Cases of S/Shri Mohammad Abid, Chanda Bouri, Joginder Singh Dhananjoy Bouri, Jhajharu Koiri, C.C.M. Drivers: Ext. M.7 indicates that S/Shri Mohammad Abid, Chanda Bouri, Joginder Singh, Dhananjoy Bouri and Jhajharu Koiri were getting the basic wage of Rs. 3.09 Rs. 3.09, Rs. 2.81, Rs. 2.39 and Rs. 3.09 per day respectively as on 30th September, 1967 or in other words as on 1st October, 1966. It is evident that all of them were in Category VIII, as per Mazumdar Award read with L.A.T. decision. The document marked M.X on which the management has placed reliance indicate that the dates of appointment of S/Shri Mohammad Abid, Chanda Bouri, Joginder Singh, Dhananjoy Bouri and Jhajharu Koiri was 1st April 1948, 1st December, 1948, 20th April, 1962, 1st July, 1955 and November 1949 respectively. M.8 indicate that at the time of the implementation of the Wage Board recommendations the management placed all of them in Category V and

fixed the basic wages of S/Shri Mohammad Abid, Chanda Bouri, Dhananjay Bouri and Jhajharu Koiri at Rs. 8.79 and that of Shri Joginder Singh at Rs. 8.23. In accordance with the Notes on categorisation given in the Wage Board recommendations the coal cutting machine drivers will be placed in new Category VI, which the management have not done. Hence the management was not justified in placing them in Category V and fixing their basic rate of pay referred to above. I, therefore, direct that the management shall place all the workmen named above in Category VI and pay the basic wages to S/Shri Mohammad Abid, Chanda Bouri, Dhananjay Bouri and Jhajharu Koiri at the rate of Rs. 12.10 each and that to Shri Joginder Singh at the rate of Rs. 11.30 in the scale of Rs. 10.90—0.40-14.90 and pay them accordingly with retrospective effect from 15th August, 1967.

(32) Cases of S/Shri Karoo Ram Karmakar, Paru Gope, Prem Narayan Sharma, Jai Ram Singh, Gulu Dusadh, Dinesh Das and Anup Yadav: Ext. M.8 indicates that all the workmen named above have been placed in category III and their basic Wages have been fixed at Rs. 8.75 per day. The M.W.I. has admitted before me that these workmen have also been working as drillers besides helping the C.C.M. Drivers and as such the management was not justified in placing them in Category III. As per Wage Board recommendations they are to be placed in Category IV. I, therefore direct that the management shall place them in Category IV and pay them the basic pay at the rate of Rs. 7.50 per head per day in the scale of Rs. 6.90—0.20-8.90 with retrospective effect from 15th August, 1967.

(33) Case of Shri Laddu Mallick: The M.W. 1 has stated that he has been working all along as Fitter Helper at Kalipathari Colliery and that he has never worked as Shift Fitter as alleged. The job of Shift Fitter is being performed by Shri Babulal who has been placed in Category V. There is no evidence on behalf of the Sabha to indicate that he has been performing the job of a shift fitter. The management have rightly placed him in Category II and fixed his basic wage at Rs. 5.71 in the scale of Rs. 5.35-0.12-6.55. Admittedly the management has not been given this scale to him with effect from 15th August 1967. I, therefore, direct that the management shall pay him the basic wage at the rate and the scale indicated above with retrospective effect from 15th August, 1967.

(34) Cases of S/Shri Shambu Mallick, Dibakar Majhi, Radhu Mallick and Sadhu Mallick, Ext. M. 7 indicates that S/Shri Shambhu Mallick and Radhu Mallick were designated as Line Mistries whereas Shri Dibakar Majhi was designated as Line Mazdoor as on 1st October 1966. Ext. M. 8 also indicates the same position with regard to their designations. The management is, therefore, not justified in designating S/Shri Shambu Mallick and Radhu Mallick as Line Mazdoor. S/Shri Shambu Mallick, Radhu Mallick and Dibakar Majhi have however, been correctly placed in Categories III, II and II respectively and their basic rate of wages have also been correctly fixed at Rs. 5.90, 5.71 and 6.35 respectively. Admittedly they have not been given this benefit with effect from 15th August 1967. I, therefore, direct that the management shall designate S/Shri Shambu Mallick and Radhu Mallick as Line Mistries and pay them the basic wages at the rate of Rs. 5.90, and 6.35 respectively in the scale of pay of Rs. 5.90—0.15-7.40 with retrospective effect from 15th August 1967 and pay the basic wages to Shri Dibakar Majhi at the rate of Rs. 5.71 in the scale of Rs. 5.35-0.12-6.55 with retrospective effect from 15th August 1967. As regards Shri Sadhu Mallick there is no evidence at all before me and as such I am not in a position to give my findings in his case.

(35) Case of Shri Kalo Sona Dome. Ext. M. 7 indicates that as on 1st October, he was designated as fitter mazdoor. M.W. 1. has also stated that he has been working as fitter mazdoor at Kalipahari Colliery. Ext.M.8 indicates that he has been placed in category II and his basic wage has been fixed at Rs. 5.20 per day. There is no evidence on behalf of the Sabha to refute the statement and the contention of the management. He has been rightly placed by the management in Category I. His basic pay has also been rightly fixed at Rs. 5.20 by the management but the management was not justified in not giving him this scale with effect from 15th August, 1967. I, therefore, direct that the management shall pay him at the rate of Rs. 5.20 in the scale of Rs. 5.00-0.10-6.00 with retrospective effect from 15th August, 1967.

(36) Case of Shri Thakur Das Ram: Shri Ram has been working as Timber Mazdoor as stated by M.W.1. There is no evidence on behalf of the Sabha that he has been working as Timber Mistry as alleged. The management has rightly placed him in Category II and fixed his basic pay at Rs. 5.71. The management

is, however, not justified in not giving him the wage at this rate with effect from 15th August, 1967. I, therefore, direct that the management shall pay him the basic pay at the rate indicated above with retrospective effect from 15th August, 1967.

8. The Arbitration Award is made accordingly and submitted to the Central Government under Section 10A of the I.D. Act, 1947.

Sd/- K. SHARAN,
Regional Labour Commissioner (C),
Asansol

-And-
Arbitrator.

[No. 1/4/68-LRIL]

New Delhi, the 31st May, 1969

S.O. 2209.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the West Mudidih Colliery, Post Office Sijua, District Dhanbad and their workmen, which was received by the Central Government on the 21st May, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD.

REFERENCE No. 54 of 1968

PRESENT:

Shri Sachidanand Sinha, M.A. M.L., Presiding Officer.

PARTIES:

Employers in relation to West Mudidih Colliery,

AND

Their workman.

APPEARANCES:

For employers.—Shri P. K. Bosc, Advocate.

For workmen.—Shri T. P. Chaudhry, Advocate.

INDUSTRY: Coal

STATE: Bihar.

Dhanbad, Dated the 14th of May, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the West Mudidih Colliery, Post Office Sijua, District Dhanbad and their workmen, by order No. 8/153/66-LRIL dated the 1st of November, 1966, referred the dispute under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

“Whether the management of the West Mudidih Colliery was justified in terminating the services of Shri Ramasis Gope, Trammer, with effect from the 5th March, 1965? If not, to what relief is the workman entitled?”

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 147 of 1966 on its file. While it was pending there the Central Government, by its order No. 8/25/67-LRIL, dated the 8th of May, 1967, transferred the dispute to the Central Government Industrial Tribunal, No. 2, Dhanbad where it was registered as reference No. 183 of 1967. The Central Government by its order No. 8/71/68-LRIL, dated the 13th of August, 1968 transferred the dispute to this Tribunal where it has been registered as reference No. 54 of 1968.

3. The Colliery Mazdoor Sangh filed the written statement on behalf of the workman on 14th October 1968. The management filed the written statement on 31st October 1968.

4. It is unnecessary to state the respective cases of the parties because the dispute has been settled amicably. They have filed a compromise petition at annexure 'A'. According to the terms of compromise the management of the West Mudidih Colliery will pay to the concerned workman Shri Ramasis Gope a sum of Rs. 4,500 (Rupees four thousand five hundred) only in full and final settlement of all his claims in this matter and the concerned workman Sri Ramasis Gope will not press his claim of re-instatement and that the payment was made on the 8th of May, 1969 before the Tribunal.

5. The terms are reasonable and they are accepted. Accordingly an award is made in terms of the joint petition of settlement, a copy of which is annexed with the award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,

Presiding Officer

BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD.

REFERENCE NO. 54 OF 1968

Parties:

Employers in relation to West Mudidih Colliery

AND

Their workmen.

Joint Petition of Compromise

The Parties above-named most respectfully beg to submit as under:—

(1) That the Central Government by its Notification No. 8/153/66-LRII, dated 1st November 1966 have referred the undermentioned matter for adjudication:—

"Whether the management of West Mudidih Colliery was justified in terminating the services of Shri Ramasis Gope, Trammer, with effect from the 5th March, 1965? If not, to what relief is the workman entitled?"

(2) That the aforesaid matter is pending before the Hon'ble Tribunal for disposal and 8th May, 1969 has been fixed for hearing the matter.

(3) That the Parties in the meantime mutually discussed the matter and have arrived at a settlement in the following terms:—

Terms of settlement

(a) that the management of West Mudidih Colliery will pay to Shri Ramasis Gope, the workman concerned, a sum of Rs. 4,500 (Rupees four thousand five hundred) only in full and final settlement of all his claims in this matter;

(b) that Shri Ramasis Gope do not claim for his re-instatement;

(c) that the payment is made to-day the 8th May, 1969 at the Court and a receipt is obtained in proof thereof;

(d) that the parties will bear their respective costs

That in the circumstances the parties herein concerned beg to pray that this Hon'ble Tribunal may graciously be pleased to accept the compromise and pass an award in terms hereof;

AND FOR THIS ACT OF KINDNESS THE PARTIES
AS IN DUTY BOUND SHALL EVER PRAY;

Dated the 8th May, 1969.

For the employers;

For the Workman;

(1) (Sd.) Illegible.

(1) (Sd.) Illegible.

(2) (Sd.) Illegible

(2) (Sd.) Illegible.

(L.T.I. of Ramasis Gope—the concerned workman).

[No. 8/153/66-LRII.]

New Delhi, the 2nd June 1969

S.O. 2210.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Pure Sitalpur Colliery, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 23rd May, 1969

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 52 OF 1968.

PARTIES:

Employer, in relation to the management of Pure Sitalpur Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers.—Absent.

On behalf of Workmen.—Shri Madhusudan Roy, General Secretary, Asansol Coal Field Workers Union.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/61/68-LRII, dated October, 30, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the management of Pure Sitalpur Colliery and their workmen, to this Tribunal, for adjudication, namely:—

“Whether the management of Pure Sitalpur Colliery, Post Office Ukhra, District Burdwan was justified in stopping Sarvarshri Abdul Mia, Wagon Loader, Dukhran Pandey, Haulage Khalasi, Parvoo Harijan, G.C.M. Mazdoor, Manager Singh, U. G. Trammer, Jitan Singh, U. G. Trammer, Samroo Pashi, Haulage Khalasi, Asikali Miya, S/Trammer, Jagannarayan Jaiswara, Loader, Sukroo Jaiswara, Loader, Keshar Khaira, Wagon Loader, Keshar Bhuiya, Wagon Loader, Ramsahai Singh, Haulage Khalasi, Mata Prasad Passy, Loader, Sadhu Harijan, Loader and Shewnanda Gope, Loader from work with effect from the 16th May, 1968? If not, to what relief are they entitled?”

2. The conduct exhibited by the parties in this reference, particularly by the management, is strange and unworthy of approval. Both the parties filed their respective written statement within time. Thereafter, the non-cooperation started. On the date which had been fixed for settling a date of hearing, nobody appeared either on behalf of the employer or on behalf of the employees. In their absence, a date of peremptory hearing was fixed and information about the date sent to the parties by registered post. Notwithstanding that the information had reached the parties, they did not appear on the date fixed for peremptory hearing, on the plea that they were carrying on their 'Holi' revelries and also enjoying Mines Safety Week celebration. In these circumstances, the tribunal had to adjourn hearing of the reference *sine die*.

3. Thereafter, the Union woke up and began to show interest in the hearing of the case. They applied for production of documents and for summoning of witnesses. On the application made on behalf of the trade union of the workman, certain documents were called for from the management and certain persons were summoned to appear as witnesses. The management did not appear at this stage but later on, made an application for adjournment of hearing of the application for production of documents after the said application had been disposed of. This day was fixed as the date of peremptory hearing of the reference. Today Mr. Madhusudan Roy, General Secretary of Asansol Coal Field Workers Union appeared on behalf of the workmen. Nobody appeared on behalf of the management. The management did not also produce the documents called for from them.

4. The management does not care to explain its difficulties. It merely avoids this tribunal. I do not think that any useful purpose will be served by waiting for the management and I therefore proceed *ex-parte*.

5. Turning now to the written statement filed on behalf of the workmen, I find that the case made was that the concerned workmen, 15 in number, were victimised by stoppage of work. The union activities of the concerned workmen were alleged to have caused their victimisation.

6. Of the 15 workmen who were stopped from working, that is to say whose services were terminated with effect from May 16, 1968, only two came forward to give evidence, namely Parvoo Harijan and Samroo Pashi. Their evidence was that they were never served with any chargesheet. There was no enquiry for misconduct held against them. They were never asked to attend any enquiry proceeding against them. All of a sudden they were stopped from working and were not paid even subsistence allowance during the period of their enforced idleness.

7. Arun Bhattacharjee, who is the Joint General Secretary of the Asansol Coal Field Workers Union, gave evidence in this case. He proved certain complaints made before the Police, the Assistant Labour Commissioner and other officers which contain allegations that the management was indulging in unfair labour practice against the workmen. I do not propose to rely on the interested statements in those documents in proof of the allegation against the management. It may not be safe to do so, particularly in the absence of the management. It, however, appears from Exts. 6 and 7 that there was some sort of departmental enquiry going on, but the same was being conducted with utmost irregularity. One of the persons who had made a statement before the enquiring officer wanted to withdraw his statement (*vide* Ext. 6) and a number of members of the staff also made the allegation that statements were being extracted from them. Now, I am not sure whether this is the enquiry in which the concerned workmen were found guilty and dismissed from service. So far as two of the workmen are concerned, namely, Parvoo Harijan and Samroo Pashi, there is uncontradicted evidence that they were dismissed without chargesheet and without enquiry and without opportunity to defend themselves. That makes their dismissal wrongful and they are entitled to reinstatement with full back wages. So far as other workmen, mentioned in the schedule to the order of reference, are concerned, it does not appear under what circumstances they were dismissed or stopped from working. They did not come and depose before me about the illegality of their dismissal. The trade union which espoused the cause of the workmen did not lead any evidence in support of the case that the other workmen named in the order of reference were also dismissed without chargesheet, without enquiry and without

opportunity to defend themselves. I, therefore, cannot hold that there was no justification in stopping them from work. Possibly they have now no dispute with the management and that is why they do not come before me.

8. In the result, I hold that the management of Pure Sitalpur Colliery was not justified in stopping from work Parvoo Harijan and Samraoo Pashi, two of the workmen mentioned in the order of reference with effect from 16th May, 1968. They are entitled to reinstatement with full back wages from the date of stoppage of work. So far as other workmen named in the order of reference are concerned, it does not appear that they were wrongfully dismissed or that they have now any dispute with the management. I, therefore hold that it does not appear that the management was unjustified in stopping them from work with effect from 16th May, 1968. As such they are not entitled to any relief.

This is my awarded.

(Sd.) B. N. BANERJEE,

Presiding Officer.

[No. 6/61/68-LRI.]

Dated, May 16, 1969

ORDERS

New Delhi, the 28th May 1969

S.O. 2211.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Salgi Boda Bauxite mine of Messrs K. L. Agarwalla, Post Office Chandwa, District Palamau, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, (No. 3), Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Messrs K. L. Agarwalla, Post Office Chandwa, District Palamau, in stopping work at Salgi Boda Bauxite Mine, Post Office Chandwa with effect from the 11th April, 1969 was justified? If not, to what relief are the workmen of the mine entitled?

[No. 24/23/69-LRI.]

S.O. 2212.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Vinayaka Mica Mine, Utukur Post Office, Nellore District and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Mohammad Najmuddin as Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the Industrial Tribunal.

SCHEDULE

Whether the action of the management of Messrs Vinayaka Mica Mine, Utukur in dismissing Shri Rahmutullah, with effect from the 24th February, 1967 was justified? If not, to what relief is he entitled?

[No. 20/8/69-LRI.]

S.O. 2213.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Sripur Colliery of Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahari, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the termination of services of Shri Kiriti Bhusan Banerjee, Surveyor, by the management of Sripur Colliery of Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahari, District Burdwan with effect from the 12th August, 1968, was justified? If not, to what relief is the workman entitled?"

[No. 6/11/69-LR.II.]

S.O. 2214.—Whereas an industrial dispute exists between the management of Messrs Bikaner Gypsum Limited, Bikaner (hereinafter referred to as the said Company) and their workmen represented by Rashtriya Gypsum Karamchhari Sangh, Jamsar and the Gypsum Mine Workers' Union, Bikaner (hereinafter referred to as the Unions);

And whereas the said company and the unions, have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now therefore, in pursuance of the provisions of section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 14th May, 1969.

FORM 'C'

(See Rule 7)

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

Name of Parties:

Representing Employers

Shri H. Choudhury,
Agent,
Bikaner Gypsums Limited,
Sadul Club Building,
Bikaner.
Shri A. K. Mukherjee,
Personnel Manager,
Bikaner Gypsums Limited,
Sadul Club Building,
Bikaner.

Representing Workmen:
GYPSUM MINE WORKERS UNION

Shri V. N. Gupta,
Secretary,
Gypsum Mine Workers Union,
Bikaner.

RASHTRIYA GYPSUM KARAMCHARI
SANGH
Shri Dilbagh Singh,
Vice-President,
Rashtriya Gypsum Karamchhari Sangh,
Jamsar.

It is hereby agreed between the parties to refer the following Industrial Dispute to the arbitration of Shri O. Maheepathi, Deputy Chief Labour Commissioner (C) Government of India, Ministry of Labour & Employment, New Delhi.

(i) Specific matter in dispute

(i) At what rate the Village Piece Workers shall be paid subsistence allowance during the period they remain suspended by the

orders of the management in accordance with the terms of the Standing Orders—23(d) applicable to the workers of Bikaner Gypsums Limited working in the mines.

(ii) At what rate the Village Piece Workers shall be paid their wages for the suspension period in case the Village Piece workers are not found guilty in the departmental enquiry instituted against them.

(ii) Details of the parties to the dispute including the name and address of the Establishment or undertaking involved

1. Shri H. Choudhury,
Agent,
Bikaner Gypsums Limited,
Bikaner.
2. Shri A. K. Mukherjee,
Personnel Manager,
Bikaner Gypsums Limited,
Bikaner.
3. Shri V. N. Gupta,
Secretary,
Gypsum Mine Workers Union,
19, Sethia Quarters, Bikaner.
4. Shri Dilbagh Singh,
Vice-President,
Rashtriya Gypsum Karamchari Sangh,
[P.O.—Jamsar,
Bikaner.

(iii) Name of the Union, if any representing the workmen in question

Gypsum Mine Workers Union,
Bikaner.
Rashtriya Gypsum Karamchari Sangh,
Jamsar.

(iv) Total number of workmen employed in the undertaking affected.

300 approximately.

(v) Estimated number of workmen affected or likely to be affected by the dispute.

300 appx.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of four months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for further arbitration.

Signature of the Parties

[Representing Employers

(Sd.) H. CHOUDHURY
(Sd.) A. K. MUKHERJEE

Representing Workmen

Gypsum Mine Workers Union

Rashtriya Gypsum Karamchari Sangh

(Sd.) V. N. GUPTA,

(Sd.) DILBAGH SINGH

Witness :

1. (Sd.) Illegible
2. (Sd.) Illegible

[No. 24(28)/69-LRI.]

New Delhi, the 30th May 1969

S.O. 2215.—Whereas an industrial dispute exists between the employers in relation to the management of Messrs Kalayanarama Mica Mine, Kalichedu, Rapur Taluk, Nellore District (hereinafter referred as the said Company) and their workmen represented by Bharateeya Mica Mazdoor Sangh, Gudur (hereinafter referred to as the Union);

And whereas, the said Company and the Union have by a written agreement, for pursuance of the provisions of sub-section (1) of section 10A of the Industrial

Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 15th May, 1969.

Agreement

(Under Section 10A of the Industrial Disputes Act, 1947).

BETWEEN

Name of Parties:

Employers: Shri C. Jayaramayya, General Manager, Kalyanarama Company, Specially Authorised representative of the Manager, Kalyanarama Mica Mine, Kalichedu.

Workmen: Shri K. Venkatasubbaiah, General Secretary, Bharateeya Mica Mazdoor Sangh, Gudur.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri H. D. Goll, *Regional Labour Commissioner (Central), Ministry of Labour, Employment & Rehabilitation, Government of India 3-6-168/7, Hyderabad-1.*

(i) *Specific Matter in Dispute:* Whether increments shall be granted to the Engineering Mazdoors employed by M/s. Kalyanarama Mica Mine, Kalichedu with effect from 1st January, 1969 in par with drillers and muck mazdoors employed in the said mine.

(ii) *Details of the Parties to the dispute including the name and address of the Establishment or Undertaking Involved.*

(a) Management of M/s. Kalyanarama Mica Mine, Kalichedu (PO), Rapur Taluk, Nellore District (AP).

(b) The General Secretary, Bharateeya Mica Mazdoor Sangh, Gudur (PO), Nellore District (AP).

(iii) *Name of the Union, if any Representing the Workmen in question:* Bharateeya Mica Mazdoor Sangh, Gudur (PO), Nellore District (A.P.).

(iv) *Total number of Workmen employed in the Undertaking affected:* Approximately 350.

(v) *Estimated number of Workmen affected or likely to be affected by the Dispute:*

Approximately 25.

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of 3 (three) months or within such further time as is extended by mutual agreement between us in writing in case, the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of Parties

Representing Employers:

(Sd.) C. JAYARAMAYYA

5-5-69

Representing Workmen:

(Sd.) K. VENKATASUBBIAH

5-5-69

Witnesses:

1. (Sd.) I. S. RAO,
L. E. O.(C), Gudur.
2. (Sd.) D. RAMAMURTHY, Clerk
L.E.O.(C)'s Office, Gudur.

Dated at Gudur this 5th day of May 1969.

I consent to act as Arbitrator in this industrial dispute.

(Sd.) H. C. GOIL.

Place: Hyderabad.

Regional Labour Commissioner(C),
Hyderabad.

Dated 12th May, 1969.

[No. 20/9/69-LRI.]

CORRIGENDUM

New Delhi, the 30th May 1969

S.O. 2216.—In the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No S.O. 1536, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 26th April, 1969, please insert:—

"The word "Not" in between the words "could" and "be" in the fourth line of para 6 (page 1456) of the gazette."

[No. 6/31/68-LRII.]

P. C. MISRA, Under Secy.

(Department of Labour & Employment)

New Delhi, the 27th May 1969

S.O. 2217.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Vizagapatam Dock Workers (Regulation of Employment) First Amendment Scheme, 1969.
2. In the title of the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959 (hereinafter referred to as the said Scheme), for the word 'Vizagapatam' the word 'Visakhapatnam' shall be substituted
3. In the said Scheme for the word "Vizagapatam" wherever it occurs, the word "Visakhapatnam" shall be substituted.

[No. 56/16/68-Fac II.]

New Delhi, the 28th May 1969

S.O. 2218.—In exercise of the powers conferred by sub-clause (1) of clause 5 of the Mormugao Dock Workers (Regulation of Employment) Scheme, 1965, and in supersession of the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 2649, dated the 23rd August, 1968, the Central Government hereby appoints the Mormugao Stevedores' Association as the Administrative Body for the purpose of carrying on day-to-day administration of the said scheme.

[No. 57/10/67-Fac II.]

C RAMDAS, Under Secy

(Deptt. of Labour & Employment)

New Delhi, the 28th May 1969

S.O. 2219.—Whereas the Central Government is of the opinion that minimum rates of wages should be fixed under the Minimum Wages Act, 1948 (11 of 1948) in respect of:—

- (1) employment in China Clay Mines; and
- (2) employment in Kyanite Mines;

Now, therefore, in exercise of the powers conferred by section 27 of the said Act, the Central Government hereby gives notice of its intention to add to Part I of the Schedule to the said Act, employment in China Clay Mines and employment in Kyanite Mines

Any suggestion or objection which may be received from any person in respect of the said additions before the eighth day of September, 1969 will be considered by the Central Government.

[No. 2(13)/68-LWI.I.]

HANS RAJ CHHABRA, Under Secy.

(Deptt. of Labour & Employment)

New Delhi, the 28th May 1969

S.O. 2220.—Whereas Messrs. Rallis India Limited, 21, Ramlin Street, Fort, Bombay-1, were granted exemption from the Employees' Provident Funds Scheme, 1952, under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. 3053, dated the 25th August, 1967;

And, whereas the employer in relation to the said establishment has expressed his willingness to surrender the exemption voluntarily and has requested for cancellation of the said exemption:

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the said Act, the Central Government hereby cancels with immediate effect the said exemption.

[No. 11/2/69-PF.II.]

S.O. 2221.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Krishna Pharma, 8 Aminabad, Lucknow, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of November, 1967.

[No. 8/130/68-PF.II.]

S.O. 2222.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Lathika Enterprises, Church Landing Road, Ernakulam, Cochin-16, including branches at Irinjalakuda, Coimbatore, Madras, Madurai and Calicut-2, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st March, 1969.

[No. 8/22/69-PF.II.]

S.O. 2223.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 31st March, 1969, section 6 of the said Act shall in its application to Messrs. Lathika Enterprises, Church Landing Road, Ernakulam, Cochin-16, be subject to the modification that for the words "six and a quarter per cent", the words "eight per cent" shall be substituted.

[No. 8/22/69-PF.II.]

S.O. 2224.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Karia Enterprises, Laxmi Woollen Mills Estate, 1st Floor, off Heins Road, Bombay-11 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of August, 1968.

[No. 8/35/69-PF II].

S.O. 2225.—Whereas it appears to the Central Government that the employers and the majority of the employees in relation to the establishment known as the Bharti Sabha Consumers' Co-Operative Society Limited, Mehta Building, 1st Road, Khar, Bombay-52 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of June, 1966.

[No. 8/32/69-PF. II].

S.O. 2226.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bakiwala & Company, Chanwarbardar Ka Bagh, Ghat Darwaza Jaipur have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the twenty-eighth day of February, 1966.

[No. 8/100/68-PF. II]

S.O. 2227.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 30th November, 1967, section 6 of the said Act shall in its application to Messrs Krishna Pharma, 8 Aminabad, Lucknow be subject to the modification that for the words "six and a quarter per cent", the words "eight per cent" shall be substituted.

[No. 8/130/68-PF.II].

DALJIT SINGH, Under Secy.

श्रम, नियोजन और पुनर्वास मंत्रालय

(श्रम और पुनर्वास विभाग)

नई दिल्ली, 28 मई, 1969

एस० ओ० 2228—अतः मैसर्स रेलिम इण्डिया लि०, 21, गेमलिन स्ट्रीट, फोर्ट, बम्बई—1 को भारत सरकार के श्रम, नियोजन और पुनर्वास मंत्रालय (श्रम और नियोजन विभाग) की अधिसूचना सं० 3053 तारीख 25 अगस्त, 1967 द्वारा कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन कर्मचारी भविष्य निधि स्कीम, 1952 से छूट दी गई थी ;

और, अतः उक्त स्थापन से सम्बद्ध नियोजक ने स्वेच्छा से छूट को अभ्यर्पित करने के लिए अपनी राजामन्दी अभिव्यक्ति की है और उक्त छूट को रद्द करने के लिए प्रार्थना भी की है ,

अतः, जब, उक्त अधिनियम की धारा 17 की उपधारा (14) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त छूट को एतद्द्वारा रद्द करती है जो तुरन्त प्रभावशाली होगी।

[सं० 11 2'69-म०नि-2.]

एस० प्रो० 2229.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कृष्णा फार्म, 8 अमीनाबाद, लखनऊ नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1967 के नवम्बर के तीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8'130'69-म० नि०-2.]

एस० प्रो० 2230.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स लथिका इन्टरप्राइजेज, चर्च लैडिंग रोड एरनाकुलम, कोचीन-16 जिसके अन्तर्गत इरीनजलकुड़ा, क्याम्बटोर, मद्रास, मदुराई, और कालीकट-2 स्थित शाखाएं भी है नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को 31 मार्च, 1969 से एतद्द्वारा लागू करती है।

[सं० 8'22'69-म० नि०-2.]

एस० प्रो० 2231.—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इस विषय में आवश्यक जांच कर लेने के पश्चात्, एतद्द्वारा यह विनिर्दिष्ट करती है कि 31 मार्च, 1969 से उक्त अधिनियम की धारा 6, मैसर्स लथिका इन्टरप्राइजेज, चर्च लैडिंग रोड, एरनाकुलम, कोचीन-16 को लागू होने के संबंध में इस उपान्तरण के अध्याधीन होगी कि "सवा छह प्रतिशत" शब्द के लिए "आठ प्रतिशत" शब्द प्रतिस्थापित किए जाएं।

[सं० 8/22/69-म० नि०-2.]

एस० ओ० 2232.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैमर्स कड़िया इन्टरप्राइजेज, लक्ष्मी वुलैन मिल्स एस्टेट, फस्ट फ्लोर, आफ-टैस रोड, मुम्बई-11 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए :

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है ।

यह अधिसूचना 1968 के अगस्त के एकतीसवें दिन को प्रवृत्त हुई समझी जाएगी ।

[सं० 8/35/69-भ०नि०-2.]

एस० ओ० 2233.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि भ्रातृ सभा कन्ज्यूमर्स कोऑपरेटिव सोसाइटी लिमिटेड, मेहता बिल्डिंग, फस्ट रोड, खार, मुम्बई-52 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए :

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है ।

यह अधिसूचना 1966 के जून के तीसवें दिन को प्रवृत्त हुई समझी जाएगी ।

[सं० 8/32/69-भ०नि०-2.]

एस० ओ० 2234.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मसर्स बाकीवाला एन्ड कम्पनी चंवरबरदार का बाठा, घाट दरवाजा, जयपुर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए :

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है ।

यह अधिसूचना 1966 की फरवरी के अठारहवें दिन को प्रवृत्त हुई समझी जाएगी ।

[सं० 8/100-68-भ०नि०-2.]

एस० नो० 2235.—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इस विषय में आवश्यक जांच कर लेने के पश्चात्, एतद्वारा यह विनिर्दिष्ट करती है कि 30 नवम्बर, 1967 के उक्त अधिनियम की धारा 6, मैसर्स कृष्णा फार्मा, 8 अमीनाबाद, लखनऊ को लागू होने के सम्बन्ध में इस उपान्तरण के अध्वधीन होंगी कि “सवा छह प्रतिशत” शब्दों के लिए “आठ प्रतिशत” शब्द प्रतिस्थापित किए जाएंगे ।

[सं० 8/130/68-भ० नि०-2.]

दलजीत सिंह, अवर सचिव ।

ERRATUM

In the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Notification No. 6/12/69-HI, dated 12th March, 1969, published as S.O. 1132 in the Gazette of India, Part II—Section 3—Sub-section (ii), dated 22nd March, 1969, the following correction is to be made:—

In the 3rd line of the notification for the word “shoranpur” read “shoranur”.

INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Industrial Development)

ORDER

New Delhi, the 31st May 1969

S.O. 2236/15/IDRA/69.—Whereas the Central Government is of the opinion that there has been, or is likely to be substantial fall in the volume of production in respect of cotton textiles manufactured in the industrial undertaking known as the Pellad Keshav Mills Co. Ltd., Pellad., (Gujarat) for which, having regard to the economic conditions prevailing there is no justification.

Now, therefore, in exercise of the powers conferred by Section 15 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints, for the purpose of making full and complete investigation into the circumstances of the case, a body of persons consisting of:—

Chairman

- (1) Shri I. C. Shah (General Manager, Ambica Group of Mills, Ahmedabad).

Members

- (2) Shri M. G. Mirchandani, Director (Technical) National Textile Corporation.
- (3) Shri J. P. Singh, Director (Finance) National Textile Corporation.
- (4) Shri M. Sivagnanam, Industries Commissioner, Government of Gujarat, Ahmedabad.
- (5) Shri V. A. Mahajan, Senior Accounts Officer, Office of the Regional Director, Company Law Board, Bombay.

Member-Secretary

- (6) Shri Y. L. N. Achar, Inspecting Officer, Office of the Textile Commissioner, Bombay.

[No. 9(4) Lic. Pol./69.]

R. C. SETHI, Under Secy.

**(Deptt. of Industrial Development)
(Indian Standards Institution)**

New Delhi, the 20th May 1969

S.O. 2237.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each :

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1	Aluminium alloy wires.	IS:739-1966 Specification for wrought aluminium and aluminium alloys. wire (for general engineering purposes) (<i>revised</i>).	One tonne	Rs. 5.00	16 May 1969
2	Rigid (PVC) non-metallic conduits	IS:2509-1963 Specification for rigid non-metallic conduits for electrical installations.	One metre	1 paise	1 May 1969
3	Sphygmomanometer, mercurial.	IS:3390-1965 Specification for sphygmomanometer, mercurial.	One sphygmomanometer	50 paise	1 May 1969
4.	Steel toe-caps for miners, leather safety boots and shoes.	IS:3976-1967 Specification for safety rubber-canvas boots for miners.	One pair	(i) 1 paisa per unit for the first 100 000 units; (ii) 0.5 paise, per unit for the 100 001st unit and above.	1 May 1969

[No. CMD/13: 10].

S.O. 2238.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that twelve licences, particulars of which are given in the following Schedule, have been granted authorizing the licensees to use the Standard Marks :

THE SCHEDULE

Sl. No.	Licence No. (CM/L.)	Period of Validity		Name and Address of the licensee	Article/Process covered by the licence and the Relevant IS:Designation.
		From	To		
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-1951 7-4-1969	1-4-1969	31-3-1970	M/s. Hindusthan Safety Glass Works Private Limited, Mahesh Mukherjee Feeder Road, Ariadah, 24-Parganas having their Office at 7, Chittaranjan Avenue, Calcutta-13.	Silvered glass mirrors for general purposes-IS:3438-1965
2	CM/L-1952 7-4-1969	1-4-1969	31-3-1970	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1. having their Office at P.O. Hinoo, Ranchi (Bihar)	Mild steel for metal arc welding electrodes core wire-IS:2879-1967
3	CM/L-1953 14-4-1969	16-5-1969	15-5-1970	M/s. Excel Industries Ltd., Excel Estate S. V. Road, Goregaon, Bombay-62 having their Office at 184-87 S. V. Road, Jogeshwari-1, Bombay-10 NB	Gamma BHC lindane smoke generators—IS:1505-1968
4	CM/L-1954 16-4-1969	16-4-1969	15-4-1970	M/s. Bhagsons Paint Industries (India), 16-A, DLF, Industrial Area, Najafgarh Road, New Delhi-15.	(i) Ready mixed paint, brushing, finishing semi-gloss for general purposes to Indian Standard Colours—IS:123-1962 (ii) Ready mixed paint, brushing, bituminous black-leadfree acid, alkali, water and heat resisting for general purposes-IS:158-1965. (iii) Ready mixed paint, brushing, wood primer, pink-IS:3536-1966
5	CM/L-1955 23-4-1969	1-5-1969	30-4-1970	M/s. Sudarshan Steel Rolling Mills, 601, Moti Ram Road, Shahdara, Delhi-32.	Structural Steel (standard quality): M.S. Flats and M. S. Squares of Equivalent area-IS:226-1962.
6	CM/L-1956 23-4-1969	1-5-1969	30-4-1970	Do.	Structural steel (ordinary quality): M.S. Rounds up to 25 mm dia ; M.S. Flats and M. S. Squares of equivalent area—IS:1977-1962
7	CM/L-1957 23-4-1969	16-4-1969	15-4-1970	M/s. Penta Chem, Station Road, Ahmednagar.	Copper oxychloride water dispersible powder concentrations—IS:1507—1966

8	CM/L-1958 28-4-1969	16-4-1969	15-4-1970	M/s. Lansdowne Jute Co. Ltd., 200, Dakhindri Road, Calcutta-48, having their Office at Chartered Bank Buildings, Calcutta.	Hessian bags—IS:3790-1966
9	CM/L-1959 30-4-1969	1-5-1969	30-4-1970	M/s. Assam Timber Treating Works, P.O. Margherita, Distt. Lakhimpur, Assam.	Tea-chest plywood panels—IS:110-1964
10	CM/L-1960 30-4-1969	1-5-1969	30-4-1970	M/s. Industrial Electronic & Allied Products 1423 (New) Shukrawar Peth, Near Nava Vishnu Chowk, Poona-2.	Sphygmomanometer, mercurial—IS:3390-1965
11	CM/L-1961 30-4-1969	1-5-1969	30-4-1970	M/s. Punjab State Co-operative Supply & Marketing Federation Ltd., of Sector 17-B, Chandigarh, factory at 48, Industrial Area, Chandigarh under the style of M/s. Marfed Agro Chemicals.	Endrin emulsifiable concentrates—IS:1310-1958
12	CM/L-1962 30-4-1969	1-5-1969	30-4-1970	M/s. Engineering Cottage Industries M.P. Oil Mills Compound, Gutaiya, Kanpur having their Office at 7/77, Tilak Nagar, Kanpur.	(i) Steel toe-caps for miners' safety leather boots & shoes-IS:1989-1967. (ii) Steel toe-caps for safety rubber canvas boots for miners-IS:3976-1967

[No. CMD/13-11.]

New Delhi, the 23rd May 1969

S.O. 2239.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products—details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each:

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1	Hacksaw blades, hand operated and heavy power operated.	IS: 2594-1963 Specification for hacksaw blades	100 pieces	5 paise	1 May 1969
2	Ready mixed paint, brushing, wood primer, pink.	IS: 3536-1966 Specification for ready mixed paint, brushing, wood primer, pink	One litre	0.5 paise	16 April 1969

[No. CMD/13 : 10]

S.O. 2240.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that licences No. CM/L-1720 and CM/L-1723, particulars of which are given below, have been cancelled with effect from 1 May 1969 at the request of the firm:

Licence No.	Name and Address of the Licensee	Article/Process Covered by the Licence	Relevant Indian Standard
CM/L-1720 dated 12 June 1968	M/s. Hindustan Transmission Products, (Prop: Madhusudan Ltd) Chandivall, Kurla Vihar Road, Bombay. 72	Copper Oxychloride Water Dispersible Powder Concentrates.	IS : 1507-1966
CM/L-1723 dated 17 June 1968	Do.	Copper Sulphate	IS: 261-1966

[No. CMD/55:1720.]

S.O. 2241.—In pursuance of the provisions of sub-rule (2) of Rule 3 of the Indian Standards Institution (Certification Marks), Rules, 1955, the Indian Standards Institution hereby notifies that the Indian Standards, particulars of which are given in the schedule hereto annexed have been established during the quarter ending 31st March 1969:

THE SCHEDULE

Sl. No.	No. of Indian Standard	Title of Indian Standard
(1)	(2)	(3)
1	IS : 1-1968	Specification for the national flag of India (Cotton khadi) (<i>second revision</i>).
2	IS : 110-1968	Specification for ready mixed paint, brushing, grey filler, for enamels, for use over primers (<i>first revision</i>)

(1)	(2)	(3)
3	IS : 236-1968	Methods for determination of cotton fibre maturity (by sodium hydroxide swelling method (<i>first revision</i>)).
4	IS : 264-1968	Specification for nitric acid (<i>first revision</i>).
5	IS : 411-1968	Specification for titanium dioxide for paints (<i>first revision</i>).
6	IS : 444-1968	Specification for water hose of rubber with woven textile reinforcement (<i>second revision</i>).
7	IS : 447-1968	Specification for welding hose of rubber with woven textile reinforcement (<i>second revision</i>).
8	IS : 540-1968	Specification for refined cresylic acid (<i>first revision</i>).
9	IS : 543-1968	Specification for cotton seed oil (<i>second revision</i>).
10	IS : 635-1968	Specification for oil and solvent resistant hose of rubber with woven textile reinforcement (<i>second revision</i>).
11	IS : 779-1968	Specification for water meters (domestic type) (<i>fourth revision</i>).
12	IS : 798-1968	Specification for orthophosphoric acid (<i>first revision</i>).
13	IS : 911-1968	Specification for air hose of rubber with braided textile reinforcement (<i>second revision</i>).
14	IS : 913-1968	Specification for water hose of rubber with braided textile reinforcement (<i>second revision</i>).
15	IS : 1038-1968	Specification for steel doors, windows and ventilators (<i>first revision</i>).
16	IS : 1239 (Part I) 1968	Specification for mild steel tubes, tubulars and other wrought steel fittings. Part I mild steel tubes (<i>second revision</i>).
17	IS : 1281-1968	Specification for bycycle cranks and chain wheels (<i>first revision</i>).
18	IS : 1344-1968	Specification for burnt clay pozzolana (<i>first revision</i>).
19	(a) IS : 1448(P:70)-1968.	Method of test for residue in liquefied petroleum gases.
	(b) IS : 1448(P:71)	Method of test for vapour pressure of liquefied petroleum gases.
	(c) IS : 1448(P:72)	Method of test for volatility of liquefied petroleum gases.
	(d) IS : 1448(P:73)	Method of test for hydrogen sulphide in liquefied petroleum gases.
	(e) IS : 1448(P:74)	Method of test for dryness of liquefied petroleum gases.
	(f) IS : 1448(P:75)	Method of test for odour of liquefied petroleum gases.
	(g) IS : 1448(P:76)	Method of test for density of liquefied petroleum gases.
20	IS : 1468-1968	Specification for ferrotitanium (<i>first revision</i>).
21	IS : 1505-1968	Specification for gamma BBC (lindane) smoke generators (<i>first revision</i>).
22	IS : 1677-1968	Specification for agricultural spray hose of rubber with braided textile reinforcement (<i>second revision</i>).
23	IS : 1858-1968	Specification for door mats, creel, bit and fibre (<i>second revision</i>).
24	IS : 1865-1968	Specification for iron castings with spheroidal or nodular graphite (<i>first revision</i>).
25	IS : 1885 (Part-XXVI) 1968	Electrotechnical vocabulary Part XXVI telecommunication relays.
26	IS : 2316-1968	Methods of preparation of standard solutions for colorimetric and volumetric analysis (<i>first revision</i>).
27	IS : 2331-1968	Specification for handloom coir mattings, mourzouks and carpets (<i>first revision</i>).
28	IS : 2396-1968	Specification for rubber hose for petrol and diesel fuels with braided textile reinforcement (<i>first revision</i>).
29	IS : 2524 (Part I)-1968	Code of practice for painting of nonferrous metals in buildings Part I pretreatment.
30	IS : 2524 (Part II)-1968	Code of practice for painting of nonferrous metals in buildings Part II painting.
31	IS : 3196-1968	Specification for welded low carbon steel gas cylinder for the storage and transportation of low pressure liquefiable gases (<i>first revision</i>).
32	IS : 3291-1968	Specification for thread take up cams for sewing machines for household purposes (<i>first revision</i>).
33	IS : 3370 (Part IV)-1967	Code of practice for concrete structures for the storage of liquids. Part IV design tables.
34	IS : 3506-1967	Tables for alcoholometry (by pycnometer method).
35	IS : 3592-1968	Specification for solvent extracted cottonseed oilcake (meal) as livestock feed (<i>first revision</i>).
36	IS : 3593-1968	Specification for solvent extracted rice bran as livestock feed (<i>first revision</i>).
37	IS : 3656-1968	Code of recommended practice for mechanical polishing of metals for electroplating.
38	IS : 3961 (Part IV)-1968	Recommended current ratings for cables. Part IV polyethylene insulated cables.

(1)	(2)	(3)
39 IS : 3961 (Part V)- 1968	Recommended current ratings for cables. Part V PVC insulated light duty cables.	
40 IS : 4034-1968	Specification for castors for hospital equipment.	
41 IS : 4039 (Part II)- 1968	Code for packaging of ready-made garments intended for export Part II airworthy packaging	
42 IS : 4410 (Part VI)- 1968	Glossary of terms relating to river valley projects Part VI reservoirs	
43 IS : 4545-1968	Methods of measurement on receivers for monochrome television broadcast transmissions.	
44 IS : 4561 (Part II)- 1968	Specification for oil cans Part II conical oil cans	
45 IS : 4701-1968	Code of practice for earthwork on canals	
46 IS : 4710-1968	Specification for switches and switch- isolators above 1000 V but not exceeding 11000 V.	
47 IS : 4723-1968	Specification for egg powder.	
48 IS : 4729-1968	Measurement & evaluation of vibration of rotating electrical machines.	
49 IS : 4739-1968	Specification for zinc oxide elastic self-adhesive bandage.	
50 IS : 4757-1968	Dimensions for wrapped bushes and thrust washers	
51 IS : 4760-1968	Specification for domestic cooking ranges including grillers, for use with liquefied gases	
52 IS : 4768-1968	Specification for stainless steel buckets	
53 IS : 4772-1968	Code of practice for construction of sugar godowns	
54 IS : 4773-1968	Specification for plummer blocks for rolling bearings	
55 IS : 4776 (Part I)- 1968	Specification for troughed belt conveyers Part I troughed belt conveyers for surface installations	
56 IS : 4777-1968	Performance tests for protective schemes used in protection of light guage steel against corrosion	
57 IS : 4782-1968	Methods for determination of sedimentation value of wheat (flour)	
58 IS : 4783-1968	Specification for thiram seed dressing formulations	
59 IS : 4784-1968	Specification for low pressure regulators for use with butan gas.	
60 IS : 4785-1968	Specification for low pressure regulators for use with propane gas	
61 IS : 4786-1968	Specification for variable high pressure regulators for use with liquefied petroleum gases	
62 IS : 4787-1968	Specification for table, examination	
63 IS : 4789-1968	Specification for knife eye, cataract (Graefe's pattern)	
64 IS : 4792-1968	Glossary of mining terms (ventilation)	
65 IS : 4794 (Part I)- 1968.	Specification for push-button switches Part I general requirements and tests	
66 IS : 4795 (Part I)- 1968	Specification for hol'ers for indicator lamps for electronic and telecommunication equipment Part I General requirements and tests	
67 IS : 4796-1968	Specification for frozen threadfin	
68 IS : 4797-1968	Specification for loop mats	
69 IS : 4798-1968	Specification for safety pins	
70 IS : 4799-1968	Specification for dental casting gold alloys	
71 IS : 4800 (Part I)- 1968	Specification for enamelled round winding wires Part I conductor data	
72 IS : 4800 (Part II)- 1968	Specification for enamelled round winding wires Part II maximum overall diameters	
73 IS : 4800 (Part III)- 1968	Specification for enamelled round winding wires Part III methods of tests	
74 IS : 4800 (Part V)- 1968	Specification for enamelled round winding wires Part IV wires with high mechanical properties	
75 IS : 4800 (Part V)- 1968	Specification for enamelled round winding wires Part V wires for elevated temperatures	
76 IS : 4804 (Part I)- 1968	Specification for resistance welding equipment Part I single-phase transformers	
77 IS : 4804 (Part II)- 1968	Specification for resistance welding equipment Part II single-phase rocker-arm spot welding machines	




(1)	(2)	(3)
78	IS : 4805-1968	Guide for design and construction of brick kiln
79	IS : 4811-1968	Specification for cinnamon, whole.
80	IS : 4813-1968	Specification for chemically-bonded chrome-megnestte refractories for general purposes
81	IS : 4815-1968	Specification for self-cancelling direction indicator sawitches for automobiles.
82	IS : 4817-1968	Specification for rubber-insulated cables for mines.
83	IS : 4818-1968	Specification for sorbic acid food grade.
84	IS : 4819-1968	Specification for thin vulcanized fibre sheet (including leatheroid) for electrical purposes.
85	IS : 4821-1968	Specification for cable glands and cable sealing boxes for use in mines.
86	IS : 4822-1968	Specification for brass cooking utensils.
87	IS : 4823-1968	Specification for brass table utensils.
88	IS : 4824-1968	Specification for bead wire for tyres.
89	IS : 4825-1968	Specification for laboratory and reference thermometers.
90	IS : 4826-1968	Specification for galvanised coatings on round steel wires.
91	IS : 4827-1968	Specification for electroplated coatings of nickel and chromium on copper and copper alloys.
92	IS : 4828-1968	Specification for electroplated coatings of nickel and chromium on zinc and zinc alloys.
93	IS : 4830-1968	Specification for ammonium phosphate sulphate (16-20-0)
94	IS : 4832 (Part III)-1968	Specification for chemical resistant mortars. Part III sulphur type.
95	IS : 4834-1968	Specification for veneered-wood boards for packing cases.
96	IS : 4835-1968	Specification for ployvinyl acetate dispersion-based adhesives for wood.
97	IS : 4836-1968	Specification for foundry coke
98	IS : 4837 (Part I)-1968	Recommendations for school furniture, classroom chairs and tables for use in junior schools. Part I age group 5—11 years.
99	IS : 4838 (Part II)-1968	Anthropometric dimensions for school children Part II age group 12—16 years.
100	IS : 4839 (Part I)-1968	Code of practice for maintenance of canals. Part I unlined canals.
101	IS : 4840-1968	Method for determination of flow rate of powders for powder metallurgical purposes.
102	IS : 4841 (Part I)-1968.	Method for determination of density of sintered metallic materials, Part I
103	IS : 4842 -1968	Method for transverse testing of hard metals.
104	IS : 4843-1968	Code for designation of ferrous castings.
105	IS : 4844-1968	Method of sampling and preparation of asbestos fibre for laboratory test purposes.
106	IS : 4846 1968	Specification for sodium potassium tartrate (rochelle salt)
107	IS : 4847-1968	Specification for copper cyanide for electroplating.
108	IS : 4848-1968	Method for determination of apparent density of powderes for powder metallurgical purposes.
109	IS : 4849-1968	Specification for rain measures.
110	IS : 4850-1968	Application guide for expulsion-type lighting arresters
111	IS :4851-1968	<i>Pro forma</i> for analysis of unit rate of concrete used in machanized construction of river valley projects.
112	IS : 4852-1968	<i>Pro forma</i> for analysis of unit rate of masonry used in construction of river valley projects.
113	IS : 4853-1968	Recommended practice for radiographic examination of fusion welded circumferential joints in steel pipes.
114	IS : 4854 (Part II)-1968	Glossary of terms for valves and their parts. Part II plug valves and cocks and other parts.
115	IS : 4856-1968	Specification for new jute woolpack
116	IS : 4857-1968	Method for determination of compressibility of ductile metal powders.

(1)	(2)	(3)
117	IS : 4858-1968	Specification for velocity rods.
118	IS : 4859-1968	Specification for high strength aircraft plywood.
119	IS : 4860-1968	Specification for acid-resistant bricks.
120	IS : 4861-1968	Specification for dry powder for fighting fires in burning metals.
121	IS : 4862-1968	Specification for portable fire extinguishers for aircraft.
122	IS : 4863-1968	Glossary of mining terms (drilling and blasting).
123	IS : 4872-1968	Sizes for planing machines.
124	IS : 4875-1968	Specification for edible groundnut flour (solvent extracted).
125	IS : 4879-1968	Method of sub-division of gross sample of powder used for determination of particle size.
126	IS : 4880(Part II)-1968	Code of practice for design of tunnels conveying water. Part II geometric design.
127	IS : 4882-1968	Specification for low-carbon steel wire for rivets for use in bearing industry.
128	IS : 4883-1968	Specification for KHOA.
129	IS : 4884-1968	Specification for sterilized cream.
130	IS : 4886-1968	Code of practice for fire safety of industrial buildings ; tea factories.
131	IS : 4887-1968	Specification for petroleum jelly for cosmetic industry.
132	IS : 4888-1968	Specification for paper cones for winding yarn.
133	IS : 4892-1968	Specification for synthetic rubber aprons (reinforced) for drafting systems.
134	IS : 4893-1968	Specification for perforated stainless steel cones for wet processing.
135	IS : 4896-1968	Specification for one percent chromium steel castings for resistance to abrasion.
136	IS : 4898-1968	Specification for steel castings for case carburising.
137	IS : 4899-1968	Specification for ferritic steel castings for use at low temperatures.
138	IS : 4901-1968	Code of practice for magnetic particle flaw detection of steel crankshaft forgings.
139	IS : 4902-1968	Method for determination of correct invoice weight and moisture content of woollen and worsted yarns.
140	IS : 4903-1968	Guide for treatment of effluents of cane sugar industry.
141	IS : 4907-1968	Method of testing timber connectors.
142	IS : 4908-1968	Glossary of terms used in lac industry.
143	IS : 4911-1968	Glossary of terms relating to bituminous waterproofing and dam-proofing of building.
144	IS : 4912-1968	Safety requirements for floor and wall openings, railings and top boards.
145	IS : 4915-1968	Specification for welders' chipping hammer
146	IS : 4916-1968	Methods of test for bicycle saddles
147	IS : 4922-1968	Specification for seamless steel tubes (suitable for welding) for aircraft purposes.
148	IS : 4932-1968	Specification for mango grafts
149	IS : 4934-1968	Specification for jute seed for propagation purposes.
150	IS : 4935-1968	Specification for fruit squashes.
151	IS : 4937-1968	Specification for insulated aluminium milk cans.
152	IS : 4938-1968	Specification for insulated stainless steel milk storage tanks, vertical type.
153	IS : 4943-1968	Assessment of butt and fillet fusion welds in steel sheet, plate and pipe
154	IS : 4944-1968	Code of procedure for welding at low ambient temperatures
155	IS : 4951-1968	Specification for ham, canned
156	IS : 4957-1968	Specification for mantle holders, nozzle type
157	IS : 4958-1968	Specification for phosphamidon, technical
158	IS : 4960-1968	Specification for universal and elongated type v-blocks
159	IS : 4962-1968	Specification for wooden side sliding doors
160	IS : 4967-1968	Recommendations for seismic instrumentation for river valley projects
161	IS : 4968 (Part I) 1968	Method for sub-surface sounding for soils Part I dynamic method using 50 mm cone without bentonite slurry
162	IS : 4978-1968	Specification for forceps, eye, fixation (toothed)
163	IS : 4981-1968	Specification for guide pins for foundry pattern plates.

S. O. 2142.—In pursuance of sub-rule (1) of rule 4 of the Indian Standard Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks), Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of product	No. and Title of Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of effect
(1)	(2)	(3)	(4)	(5)	(6)
1	IS:158 	Ready mixed paint, brushing, bituminous, black, lead-free, acid, alkali, water and heat resisting, for general purposes.	IS:158-1965 Specification for ready mixed paint brushing, bituminous, black, lead-free, acid, alkali, water and heat resisting, for general purposes (<i>revise 1</i>)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	16 April 1969
2	IS:2594 	Hacksaw blades hand operated and heavy power operated.	IS:2594-1963 Specification for hacksaw blades.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	1 May 1969
3	IS:3536 	Ready mixed paint, brushing, wood primer, pink	IS:3536-1966 Specification for ready mixed, paint, brushing, wood primer, pink	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	16 April 1969

(Department of Industrial Development)

(Indian Standard Institution)

New Delhi, the 27th May, 1969

S.O. 2243.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution, hereby notifies that one hundred and six licences, particulars of which are given in the following Schedule, have been renewed :

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity From To		Name and Address of the Licensee	Article/Process covered by the licence and the Relevant IS: Designation
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-7 27-12-1955	1-4-69	31-3-70	The Pioneer Magnesite Works Ltd., 113/115, Mahatma Gandhi Road, Fort, Bombay	Magnesium chloride—IS:254—1962
2	CM/L-78 24-4-1958	1-5-69	30-4-70	Crossley and Towers Pvt. Ltd., 3 Robinson Street, Calcutta-16.	Tea-chest plywood panels—IS:10—1964
3	CM/L-80 24-4-1958	1-5-69	30-4-70	Das and Company, 32 Chaulpatty Road, Calcutta-10.	Tea-chest plywood panels—IS:10—1964
4	CM/L-82 24-4-1958	1-5-69	30-4-70	Dhubri plywood factory, Dhubri	Tea-chest plywood panels—IS:10—1964
5	CM/L-86 24-4-1958	1-5-69	30-4-70	The Surma Match and Industries Private Ltd., 67 B, Netaji Subhas Road, Calcutta-1.	Tea-chest plywood panels—IS:10—1964
6	CM/L-162 5-2-1960	1-4-69	31-3-70	National Pipes & Tubes Co. Ltd., Shamnagar, Eastern Rly.	High tensile brass rods and sections —IS:320—1962
7	CM/L-170 11-3-1960	1-4-69	31-3-70	The Britannia Biscuits Co. Ltd., 15, Taratolla Road, Calcutta—27.	Biscuits—IS:1011—1968
8	CM/L-171 11-3-1960	1-4-69	31-3-70	The Britannia Biscuits Co. Ltd., Reay Road East, Mazagaon, Bombay-10.	Biscuits—IS:1011—1968
9	CM/L-172 11-3-1960	1-4-69	31-3-70	Parle Products Private Ltd., North Level Crossing, Vile Parle, Bombay-24.	Biscuits—IS:1011—1968
10	CM/L-174 11-3-1960	1-4-69	31-3-70	The Sathe Biscuit and Chocolate Co. Ltd., 820, Bhavani Peth, Poona-2.	Biscuits—IS:1011—1968

11	CM/L-175 14-3-1960	1-4-69	31-3-70	Camlin Pvt. Ltd., 210, Lady Jamshedji Road, Mahim, Bombay-16.	(i) Ferro-Gallo tannate fountain pen ink (0.1 percent iron content)—IS: 220—1959; and (ii) Ferro-Gallo tannate fountain pen ink (0.2 percent iron content)—IS: 1581—1960.
12	CM/L-176 14-3-1960	1-4-69	31-3-70	Camlin Pvt. Ltd., 210, Lady Jamshedji Road, Mahim, Bombay-16.	Dye-based fountain pen ink, blue—IS: 1221—1957.
13	CM/L-186 26-4-1960	1-5-69	30-4-70	P.S.G., Industrial Institute, Peelamedu, Coimbatore (Tamil Nadu).	Three-phase induction motors from 1 HP to 10 HP—IS: 325—1961.
14	CM/L-283 28-3-1961	16-4-69	15-10-69	All India Medical Corp., Mulji Jetha Bldg., 185, Princes Street, Bombay.	BHC dusting powders—IS: 561—1962.
15	CM/L-288 28-3-1961	16-4-69	15-4-70	Dr. Writer's Chocolates & Canning Co., Bhavanishankar Road, Dadar, Bombay-28.	Macaroni, spaghetti and vermicelli—IS: 14851—1959
16	CM/L-296 28-4-1961	16-5-69	15-5-70	Indian Rare Earths Ltd., Udyogamandal, P.O. Alwaye (Kerala State).	Trisodium phosphate, technical, dodecahydrate grade—IS: 573—1954.
17	CM/L-396 20-3-1962	1-4-69	31-3-70	Hindusthan Steel Ltd., Bhilai Steel Plant, Bhilai.	Structural steel (standard quality)—IS: 226—1962.
18	CM/L-397 20-3-1962	1-4-69	31-3-70	Do.	Mild steel and medium tensile steel bars for concrete reinforcement—IS: 432—1960.
19	CM/L-398 20-3-1962	1-4-69	31-3-70	Do.	Structural steel (high tensile)—IS: 961—1962.
20	CM/L-399 20-3-1962	1-4-69	31-3-70	Do.	Rivet bars for structural purposes—IS: 1148—1964.
21	CM/L-400 20-3-1962	1-4-69	31-3-70	Do.	High tensile rivet bars for structural purposes—IS: 1149—1964.
22	CM/L-402 29-3-1962	16-4-69	15-4-70	Modi Gas & Chemicals, Modinagar Distt., Meerut.	Stearic acid, technical, grade 3—IS: 1675—1960.
23	CM/L-403 2-4-1962	16-4-69	15-4-70	Hindusthan Mineral Products Co. Private Ltd., Plot No. 27, Manganese Depot, Siwri, Bombay-15.	BHC dusting powders—IS: 561—1958.
24	CM/L-406 25-4-1962	1-5-69	30-4-70	The Ganges Plywood Manufacturing Co. Pvt. Ltd., 35, Dent Mission Road, Calcutta-23.	Tea-chest plywood panels—IS: 10—1964.
25	CM/L-474 23-11-1962	16-4-69	15-4-70	Indian Mineral Industries Ltd., 22/1, Dum Dum Road, Calcutta-2.	BHC dusting powders—IS: 561—1962.
26	CM/L-512 28-2-1963	16-3-69	15-3-70	Yawalkar Insecticides & Chemicals Factory, Shed No. 20, Industrial Estate, Kamptee Road, Nagpur-4.	DDT dusting powders—IS: 564—1961.

(1)	(2)	(3)	(4)	(5)	(6)	
27	CM/L-515 15-3-1963	1-4-69	31-3-70	A. M. Rehmani, 1863 Kalupur, Panchapatty, Ahmedabad-1	Dye-based fountain pen inks, blue, green, red and black—IS : 1221-1957	
28	CM/L-516 21-3-1963	1-4-69	31-3-70	Henley Cables India Ltd, Hadapsar Industrial Estate, Sholapur Road, Poona-1	Rubber-insulated cables of the following types :	
				Type	Voltage Grade Conductor	
				<i>(a) VIR Cables for Fixed Wiring</i>		
				1. Tough rubber sheathed	250/440 and 650/1 100 V	} Copper or Aluminium
				2. Braided and compounded	250/440 and 650/1 100 V	
				3. Weather proof	250/440 V	
				4. Weather proof	650/1 100 V	Aluminium only
				5. Flame retarding	250/440 & 650/1100V	Do.
				<i>(b) VIR Flexible Cables</i>		
				6. TRS Welding cables	—	Copper only
				<i>(c) VIR Flexible cords</i>		
				7. Braided and compounded (workshop type)	} 250/440 V	} Copper only
				8. Twin twisted, Domestic type		
				9. Tough rubber Sheathed		
29	CM/L-517 22-3-1963	15-4-69	15-3-70	Yawalkar Insecticides & Chemicals Factory, Shed No. 20, Industrial Estate, Kamptee Road, Nagpur-4.	BHC dusting powders—IS : 561-1962	

30	CM/L-525 28-3-1963	16-4-69	15-4-70	Weights and Measures Syndicate, 76/2 Ichapur Road, Howrah	(i) Single-phase AC capacitor start electric motors from 1.6 HP to 1 HP with class 'A' insulation—IS:996—1964 and (ii) Small three-phase induction motors of $\frac{1}{2}$ H to 2 HP with class 'A' insulation—IS:325—1961
31	CM/L-529 19-4-1963	16-5-69	15-5-70	Jaipur Maize Products Co., Jaipur West, Jaipur	12.5 — 15 litres capacity flushing cisterns, bell type for water closets & urinals—IM:774—1964
32	CM/L-609, 11-12-1963	1-4-69	31-3-72	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Structural Steel (ordinary quality)—IS : 1955-1962.
33	CM/L-631 21-2-1964	1-4-69	31-3-70	Bayer India Ltd., Kolshet Road, Thana	Formulations based on stabilized methoxy ethyl mercury chloride concentrate—IS : 2358-1963.
34	CM/L-632 21-2-1964	1-4-69	31-3-70	Bayer India Ltd., Kolshet Road, Thana	Organo mercurial seed dressings—IS : 3284-1965
35	CM/L-641 27-2-1964	1-4-69	31-3-70	Arim Metal Industries Pvt. Ltd., 23, Convent Road, Calcutta.	Nickel anodes for electroplating—IS : 1958-1967.
36	CM/L-643 9-3-1964	16-4-69	15-4-70	Venus Trading Co., Undishery, Anand (Gujarat State).	Lockstoppers for butyrometers used for the determination of flat by Gerber method—IS : 1223-1958.
37	CM/L-648 25-3-1964	16-4-69	15-4-70	Indian Explosives Ltd., Gomia, District Hazari bagh, Bihar.	Gamma—BHC (Lindane) smoke generator—IS : 1505-1968.
38	CM/L-649 31-3-1964	1-5-69	30-4-70	Subbiah Foundary, Avaneshi Road, Pappani-acken palayam, Coimbatore-1.	Three-phase induction motors upto 3 HP only—IS : 325-1961.
39	CM/L-741 10-7-1964	1-4-69	31-3-70	Himachal Government Rosin & Turpentine Factory, Nahan (Himachal Pradesh).	Gum spirit of turpentine grades I & 2—IS : 533-1954
40	CM/L-758 14-8-1964	1-4-69	30-9-69	The Bharat Carbon & Ribbon Mfg., Co. Ltd., Plot No. 66-A, Industrial Area, Faridabad (Haryana).	(i) Carbon papers, typewriters, types I & III—IS : 1551-1959 and (ii) Carbon papers, handwriting, types A, B & C—IS : 3450-1966.
41	CM/L-992 25-1-1965	1-5-69	30-4-69	Yawalkar Insecticides & Chemicals, 20 Industrial Estate, Kamptee Rd. Nagpur-4	Organo Mercurial dry seed-dressing formulations—IS : 3284-1965
42	CM/L-1021 9-3-1965	1-4-69	31-3-70	Hindustan Steel Ltd, Bhilai Steel Plant, Bhilai-1	Carbon steel bars, billets, blooms and slabs for forgings—IS : 1875-1966
43	CM/L-1025 10-3-1965	1-4-69	31-3-72	The Tata Iron & Steel Co. Ltd, Jamshedpur	Mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement—IS : 432-1960
44	CM/L-1027 10-3-1965	1-4-69	31-3-72	Do.	Structural steel (high tensile)—IS : 961-1962
45	CM/L-1028 10-3-1965	1-4-69	31-3-72	Do.	Hot rolled carbon steel sheets and strip—IS : 1009-1963

(1)	(2)	(3)	(4)	(5)	(6)
46	CM/L-1029 10-3-1965	1-4-69	31-3-72	The Tata Iron & Steel Co. Ltd. Jamshedpur	Rivet bars for structural purposes—IS : 1148-1964
47	CM/L-1030 10-3-1965	1-4-69	31-3-72	Do.	High tensile rivet bars for structural purposes—IS : 1149-1964
48	CM/L-1031 10-3-1965	1-4-69	31-3-72	Do.	Carbon steel bars, billets, blooms and slabs for forgings—IS : 1875-1961
49	CM/L-1032 10-3-1965	1-4-69	31-3-72	Do.	Carbon steel billets for re-rolling into structural steel (Standard quality)—IS : 2830-1964
50	CM/L-1033 10-3-1965	1-4-69	31-3-72	Do.	Carbon steel billets for re-rolling into structural steel (ordinary quality)—IS : 2831-1964
51	CM/L-1034 12-3-1965	1-4-69	31-3-70	Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-I	Carbon steel billets for re-rolling into structural steel (Standard quality)—IS : 2830-1964
52	CM/L-1035 12-3-1965	1-4-69	31-3-70	Do.	Carbon steel billets for re-rolling into structural steel (Ordinary quality)—IS : 2831-1964
53	CM/L-1040 23-3-1965	1-4-69	31-3-70	Tata Iron & Steel Co. Ltd., Jamshedpur	Carbon steel bars for production of machined parts for general engineering purposes—IS : 2073-1962
54	CM/L-1041 25-3-1965	1-4-69	31-3-70	Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, Distt. Burdwan (W. Bengal)	Carbon steel bars, billets, blooms and slabs for forgings—IS : 1875-1966
55	CM/L-1042 25-3-1965	1-4-69	31-3-70	Do.	Carbon steel billets for re-rolling into structural steel (standard quality)—IS : 2830-1964
56	CM/L-1043 25-3-1965	1-4-69	31-3-70	Do.	Carbon steel billets for re-rolling into structural steel (ordinary quality)—IS : 2831-1964
57	CM/L-1044 26-3-1965	16-4-69	15-10-69	Shibu Metal Works, Subzi Mandi, Jagadhri (Punjab)	Wrought aluminium utensils, grade SIC—IS : 21-1959
58	CM/L-1045 26-3-1965	1-4-69	31-3-70	Lucky Acid & Chemical Works, 32/2, Murari Pukur Road, Calcutta-4	Hydrochloric acid—IS : 265-1962
59	CM/L-1078 31-5-1965	16-4-69	15-10-69	Shree Hanuman Industries, 65/A, G. T. Road, Liluah, Howrah	Cast iron flushing cisterns (Bell type) high level, 15 litres capacity—IS : 774-1964
60	CM/L-1118 27-9-1965	1-4-69	31-3-70	Ajax Electricals, 18 DLF Industrial Area, Najafgarh Road, New Delhi-15	Small AC electric motors with class 'A' insulation, single-phase capacitor start—IS : 996-1964
61	CM/L-1218 2-3-1966	16-3-69	15-3-70	United Wire Ropes Limited, Maruti Kumar Road, Panchpakhadi, Thana	(i) Steel wire ropes for haulage purposes—IS : 1856-1961 and (ii) Steel wire ropes for winding purposes—IS : 1855-1961
62	CM/L-1219 3-3-1966	1-4-69	31-3-70	Maxi Arc Electrodes Co., Modinagar, Distt. Meerut (U. P.)	Covered electrodes for metal arc welding of mild steel normal penetration type only—IS : 814-1967
63	CM/L-1230 23-3-1966	1-4-69	31-3-70	Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, Distt. Burdwan (W. Bengal)	Rivet bars for structural purposes—IS : 1148-1964
64	CM/L-1232 28-3-1966	10-4-69	15-4-70	The Titaghur Jute Factory Co. Ltd, Mill No.1, Titaghur, 24 Parganas	(i) Jute hessian—IS : 2818-1964 and (ii) Hessian Bags—IS : 3790-1966

65	CM/L-1233 28-3-1966	16-4-69	15-4-70	The Titaghur Jute Factory Co. Ltd., Mill No. 1, Titaghur, 24 Parganas	Jute Sackings— (1) A-Twill Jute bags—IS : 1943-1964 (2) B-Twill Jute bags—IS : 2566-1965 (3) Heavy cee Jute bags—IS : 2874-1964 (4) Jute corn sacks—IS : 2875-1964 (5) B-Twill cloth—IS : 3667-1966 (6) Liverpool twill (L-twill cloth)—IS : 3668-1966 (7) Jute corn sack cloth—IS : 3750-1966 (8) Heavy cee cloth—IS : 3751-1966 (9) Liverpool twill (L-twill) bags—IS : 3794-1966
66	CM/L-1235 30-3-1966	16-4-69	15-4-70	New Chemi-Mineral Mills Pvt. Ltd., Chakra varti Ashoka Road, Ashoka Nagar, Kan- divli (East), Bombay-67	Endrin emulsifiable concentrates—IS : 1310-1958
7	CM/L-1237 1-4-1966	16-4-69	15-4-70	Fort Gloster Industries Ltd., Bauria, S. E. Rly.	Paper-insulated lead-sheathed cables (with aluminum conductors) for electricity supply, up to and including 33kV—IS : 692-1965
68	CM/L-1239 4-4-1966	16-4-69	15-4-70	Venkateshwara Agro Chemicals & Minerals, 6/303 Thiruvottiyur High Road, Madras	BHC dusting powders—IS : 561-1962
69	CM/L-1240 4-4-1966	16-4-69	15-4-70	Do.	DDT dusting powders—IS : 564-1961
70	CM/L-1242 14-4-1966	16-4-69	15-4-70	Plava Ghemicals, 3-C Nelson Manicka Mudaliar Rd., Aminjikarai, Madras-29	Endrin emulsifiable concentrates—IS : 1310-1958
71	CM/L-1246 21-4-1966	1-5-69	30-4-70	Mysore Feeds (Pvt.) Ltd., Mysore Road, Nayandahalli, Bangalore	Compounded feeds for cattle—IS : 2052-1968
72	CM/L-1247 21-4-1966	1-5-69	30-4-70	Sur Enamel and Stamping Works private Limited, 24, Middle Road, Entally, Calcutta-14	Enamelware for home use (wash basins etc.)—IS : 3149-1965
73	CM/L-1250 22-4-1966	16-4-69	15-4-70	Shree Bajrang Electric Steel Co. Pvt. Ltd., 1 Kali Mazumdar Road, Ghusury, Howrah	Structural steel (ordinary quality)—IS : 1977-1962
74	CM/L-1257 29-4-1966	1-5-69	30-4-70	The new Chemi Mineral Mills, Chakravarti Ashok Road, Kandivli (East), Bombay-67	DDT water dispersible powder concentrates—IS : 565- 1961
75	CM/L-1322 30-8-66	1-4-69	30-9-69	Multiweld Wire Co. Pvt. Ltd., Marol Maroshi Road, Marol, Bombay-59	Hard-drawn steel wire fabric for concrete reinforcement IS : 1566-1967
76	CM/L-1347 14-10-1966	16-4-69	15-4-70	Industrial Minerals & Chemical Co., Kurla- Marol Road, Chakala, Andheri, Bombay- 58	Water dispersible powder concentrate—IS : 565-1961
77	CM/L-1401 28-2-1967	16-3-69	15-3-70	Do.	BHC dusting powders—IS : 561-1962
78	CM/L-1406 13-3-1967	1-4-69	31-3-70	Do.	Aldrin emulsifiable concentrates—IS : 1307-1958
79	CM/L-1412 27-3-1967	1-4-69	31-3-70	Alembic Chemical Works Co. Ltd., Alembic Road, Baroda-3	BHC water dispersible powder concentrates—IS : 562-1962

(1)	(2)	(3)	(4)	(5)	(6)																											
80	CM/L-1413 27-3-1967	1-4-69	31-3-70	Alambic Chemical Works Co. Ltd., Alambic Road, Baroda-2	Endrin emulsifiable concentrates—IS : 1310-1958																											
81	CM/L-1414 27-3-1967	1-4-69	31-3-70	Orient Iron & Steel Co. (Pvt.) Ltd., 2 Height Road, Liluah, Howrah	Structural steel (standard quality)—IS : 226-1962																											
82	CM/L-1415 27-3-1967	1-4-69	31-3-70	Do	Structural steel (ordinary quality)—IS : 1977-1962																											
83	CM/L-1429 14-3-1967	16-4-69	15-10-69	Bharat Minerals & Chemicals Co., Transport Depot Road (Behind No. 9) Calcutta-2	Dieldrin emulsifiable concentrates—IS : 10-1067																											
84	CM/L-1431 14-4-1967	16-4-69	15-4-70	Bombay Cable Company Private Ltd., Agra Road, Bhandup, Bombay-78	Rubber-insulated cables of following type																											
					<table><tr><th>Type</th><th>Voltage Grade</th><th>Conductor</th></tr><tr><td colspan="3"><i>For Cables for fixed wiring.</i></td></tr><tr><td>(i) Single core, taped, braided and compounded</td><td>250/440 V</td><td>Aluminium or copper</td></tr><tr><td>(ii) Single core, braided and compounded</td><td>650/1100V</td><td>Aluminium only</td></tr><tr><td>(iii) Single core, weatherproof</td><td>250/440 & 650/1100V</td><td>Aluminium only</td></tr><tr><td>(iv) Single core, tough rubber sheathed</td><td>250/440V</td><td>Aluminium or copper</td></tr><tr><td>(v) Single core, tough rubber sheathed</td><td>650/1100V</td><td>Aluminium only</td></tr><tr><td>(vi) Flat twin core weather-proof</td><td>250/440 V</td><td>Copper only</td></tr><tr><td>(vii) Flat twin core, tough rubber sheathed</td><td>250/440 V</td><td>Aluminium only</td></tr></table>	Type	Voltage Grade	Conductor	<i>For Cables for fixed wiring.</i>			(i) Single core, taped, braided and compounded	250/440 V	Aluminium or copper	(ii) Single core, braided and compounded	650/1100V	Aluminium only	(iii) Single core, weatherproof	250/440 & 650/1100V	Aluminium only	(iv) Single core, tough rubber sheathed	250/440V	Aluminium or copper	(v) Single core, tough rubber sheathed	650/1100V	Aluminium only	(vi) Flat twin core weather-proof	250/440 V	Copper only	(vii) Flat twin core, tough rubber sheathed	250/440 V	Aluminium only
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(vii) Flat twin core, tough rubber sheathed	250/440 V	Aluminium only																														
85	CM/L-1515 15-9-1967	1-4-69	30-9-69	Dasmesh Engg. Works, 2614 Sultanwind Road, Amritsar	Water meters, 15mm size, dry-dial, inferential, type A—IS : 779-1968																											
86	CM/L-1565 14-11-1967	16-4-69	15-4-70	National Trading Corporation, 1 Debendra Mullick Street, Calcutta-12	Tea-chest metal fittings—IS : 10-1964																											
87	CM/L-1622 12-1-1968	16-4-69	15-10-69	Pesticides India, Udaisagar Road, Udaipur (Rajasthan)	Malathion emulsifiable concentrates—IS : 2567-1963																											
88	CM/L-164, 5-3-1968	5-3-69	28-2-70	Standard Mineral Products Pvt. Limited, Subhash Nagar, Hosheshwari (East) Bombay-60	Malathion emulsifiable concentrates—IS : 2567-1963																											

89	CM/L-1648 8-3-1968	16-3-69	15-3-70	Andamans Timber Industries, Port Blair	Tea chest plywood panels—IS : 10-1964
90	CM/L-1654 19-3-1968	1-4-69	31-3-70	James Beechey & Co. Pvt. Ltd., Agra Road, Bhandup, Bombay	Three-phase induction motors 2.2 KW (3HP) and 3.7 KW (5HP) with class 'A' insulation—IS : 325-1961
91	CM/L-1655 20-3-1968	16-4-69	15-4-70	Sundatta Foods & Fibres Ltd, Karwar Road, Hubli (Mysore State)	Compounded feeds for cattle—IS : 2052-1968
92	CM/L-1656 20-3-1968	1-1-69	31-3-70	Esso Standard Eastern Inc. Survey No. 24/3 A & B Chikkabiderakallu Village, Neelamangla Taluka, Bangalore—Tumkur Road, Bangalore Distt.	BHC dusting powders—IS : 561-1962
93	CM/L-1657 22-3-1968	1-4-69	31-3-70	Oriental Power Cables Ltd, Cable Nagar District Kota (Raisathan)	PVC insulated (heavy duty) electric cables, single core, twine core and multicore for working voltages up to and including 1100 volts—IS : 1554 (Part I)-1964.
94	CM/L-1659 27-3-1968	1-4-69	31-3-70	Sandoz (India) Ltd, Kolshet Road, Thana	DDT emulsifiable concentrates—IS : 633-1956.
95	CM/L-1661 27-3-1968	1-4-69	31-3-70	Chaliba Rolling Mills Pvt. Ltd., 15 Chanditola Lane, Tollygunge, Calcutta-40	Structural steel (ordinary quality)—IS : 1977-1962
96	CM/L-1662 27-3-1968	1-4-69	31-3-70	Do.	Mild Steel wire for general engineering purposes—IS : 280-1962.
97	CM/L-1665 29-3-1968	1-4-69	31-3-70	Do.	Structural steel (standard quality)—IS : 226-1962
98	CM/L-1666 1-4-1968	1-4-69	31-3-70	United Pulverisers, Bodla, Agra	BHC dusting powders—IS : 561-1962
99	CM/L-1668 3-4-1968	16-4-69	15-4-70	Vijay Industries Corporation, 14 Watkins Lane, Howrah	Metal clad switches, 15 Amp, 250 Volts—IS : 4064-1967
100	CM/L-1669 3-4-1968	16-4-69	15-4-70	Nistarini Electric Co. Pvt. Ltd., 48/1, G.T. Road, Baidyabati, Distt. Hooghly, West Bengal	Three-phase induction motors, squirrel cage, 0.18 KW (1/4 HP) to 1.5 KW (2 HP) with class 'A' insulation—IS : 325-1961.
101	CM/L-1671 3-4-1968	16-4-69	15-10-69	Metal Udyog Pvt Ltd, Industrial Area, Pratapnagar, Udaipur (Rajasthan)	Dieldrin emulsifiable concentrates—IS : 1054-1962.
102	CM/L-1672 8-4-1968	16-4-69	15-4-70	Western India Strip Mills, Agra Road, Bhandup, Bombay-78	Structural steel (standard quality)—IS : 226-1962.
103	CM/L-1673 8-4-1968	16-4-69	15-4-70	Western India Strip Mills, Agra Road, Bhandup, Bombay-78	Structural Steel (ordinary quality)—IS : 1977-1962
104	CM/L-1674 10-4-1968	16-4-69	15-4-70	Indofil Chemicals Limited. Off : Akbar Camp Road, Kolshet Road, Thana	Zineb water dispersible powder—IS : 3899-1966.
105	CM/L-1689 1-5-1968	1-5-69	30-4-70	Madura Mills Co. Ltd., New Jail Road, Madurai	Grey cotton duck, variety No. 2 (Code : H009)—IS : 1422-1959.

(1)	(2)	(3)	(4)	(5)	(6)
106 CM/L-1779 2-9-1968	1-5-69	30-4-70	The Indian Smelting & Refining Co. Ltd., Bombay Agra Road, Bhandup, Bombay- 78	Brasssheet, grades : Cu Zn 37, Cu Zn 30—IS: 410-1967	

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B. S. KRISHNAMACHAR,
Acting Director General